GOVERNMENT OF INDIA
DIRECTORATE OF INCOME TAX
(HUMAN RESOURCE DEVELOPMENT)
DIT (HRD), NEW DELHI

TENDER ENQUIRY NO. HRD/ AD/ 852/ 7/ 2015-16 Dated 27.05.2015

TENDER DOCUMENT FOR

COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF VIGILANCE & LITIGATION (V&L) MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN V&L DIVISION OF CENTRAL BOARD OF DIRECT TAXES

LAST DATE OF RECEIPT OF TENDER: 3rd June, 2015 up to 4.00 p.m.

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Table of Content for Tender Document

1 INTRODUCTION....3

2 INTENT OF THE SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS....5

3 INSTRUCTIONS TO THE BIDDERS:....11

4 QUALIFYING REQUIREMENT AND DOCUMENTS TO BE FURNISHED....13

5 GENERAL TERMS AND CONDITIONS....16

6 SCOPE OF WORK FOR COMPREHENSIVE SOFTWARE APPLICATION....18

7 TERMS OF PAYMENTS:....22

8 CHANGE OF LOCATION OF USERS OR APPLICATION:....23

9 ARBITRATION:....23

10 RENEWAL/ TERMINATION OF THE CONTRACT....23

11 HANDING OVER....24

ANNEXURE -I....25
Schedule-I....37
Schedule-II....39
ANNEXURE-II....40
ANNEXURE-III....41
ANNEXURE IV....84
ANNEXURE V....90

SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS FOR COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF VIGILANCE & LITIGATION MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN V&L DIVISION OF CENTRAL BOARD OF DIRECT TAXES

1 INTRODUCTION

The **Central Board of Direct Taxes**, **Vigilance & Litigation Division** receives and deals with a large number of Litigation and Services related matters, most or all of which require timely and time bound action and communication. These matters and communication also include court orders; government decisions; representations by employees; and appeals filed by the Government as well as employees, which may further require filing of appeals; responding to directions of courts; filing replies in court matters and appeals; giving effect to the decisions of the courts in a time bound manner; and monitoring of the proceedings and progress in all such cases. All these actions require a robust automated system that can keep track of all such communications that is received or sent by the V&L Division; store scanned copies of all the relevant documents; keep those linked with relevant cases and files; allow easy and quick retrieval of the same; and provide for indexed storage of the notings, papers and other write ups that are received, created or sent out by the Division. Such an automated system should also keep track of the time limitations and deadlines associated with every case or file and generate an automated alert message that can be conveniently noticed by the concerned users and in the event of absence of timely action by the concerned users, escalate an automated reminder or caution/warning message for the superior officers. As managing and communicating of these functions, documents, actions and alerts will require a strong database management; the automated system so proposed to be developed should deploy strong and robust RDBMS software. This tender invites offers for developing comprehensive application software, and providing support as well as troubleshooting and maintenance services for a specified period that is capable of providing the above functionalities and ensure trouble free running of the application as well as the database in accordance with the Scope of work prescribed in this Tender Document.

1.2 RELATED INFORMATION

S. No.	Item	Description
1.	Scope of work	**COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF VIGILANCE & LITIGATION MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN V&L DIVISION OF CENTRAL BOARD OF DIRECT TAXES, NORTH BLOCK, NEW DELHI.**
2	Cost of Tender Documents	Cost of bid document is Rs. 100/-(non-refundable), to be paid though a demand draft favouring 'ZAO, CBDT, New Delhi' and should be enclosed with the bid document
3	Earnest Money Deposit (EMD)	A sum of Rs. 20,000/- (Twenty Thousand) shall be furnished as Earnest Money Deposit (EMD) through an account payee demand draft favouring 'ZAO, CBDT, New Delhi'. The EMD must accompany the bid without which the bid will be rejected
4	Period of Sale of Tender documents	27.05.2015 to 03.06.2015 (10.00 am to 4.00 pm)
5	Persons** from whom the tender documents can be obtained and	Deputy Director of Income Tax (Administration) and ITO (Administration), O/o DIT (HRD), Second Floor, ICADR Building, Plot No. 6, Vasant Kunj

	submitted	Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070
6	Last Date and Time for submission of Bid	03.06.2015, up to 4.30 pm
7	Date and Time of Opening of technical Bids	03.06.2015, at 5.00 pm
8	Place of Opening of Bid	Conference Hall in the office of DIT (HRD), ICADR Building, New Delhi
9	Address for Communication	Deputy Director of Income Tax (Administration), DIT (HRD), Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070 Tel. No. 011-26139297/ Fax. no. :011-26130592

** ***The bid document can also be downloaded from the website*** ***www.incometaxindia.gov.in***

2 INTENT OF THE SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

2.1 It is intended to award a contract for developing a comprehensive application software, and providing support as well as troubleshooting and maintenance services for a specified period that is capable of providing the functionalities specified in this tender document and ensure trouble free running of the application as well as the database in accordance with the Scope of work prescribed in this Tender Document for the following in Vigilance & Litigation Division of CBDT in New Delhi:

2.1.1 The software should be pro-active system software; with built in capability to show dashboard along with buffer time based "Raise-Alert" capability to ensure timely submission/ completion of work. All actions required to be done in time bound manner would come with alerts or as reminders so that court matters can be completed within specified period before time limits.

2.1.2 System should have multi-user functionality, i.e. a system of entering particulars of a file at the stage of Assistant, Section Officer, Under Secretary, Deputy Secretary, CIT (Vig.)/ JS (Adm.) and Member (P&V) and to assign to the next higher grade, along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.

2.1.3 System should be able to provide its own security with different rights to different users as decided by V&L Division at the time of application development and user role creations.

2.1.4 The system should have its own record management; namely:

2.1.4.1 Database can be created- like uploading of civil list for vigilance clearance of retiring officers; and

2.1.4.2 Facility for uploading/ scanning copies of note sheet so that on a single click the case details and action taken is available to the officer/officials.

2.1.5 The application should have the functionality of generating reports and responding to queries. This would enable the senior officers to monitor what action is pending and where. It should have ability to generate reports section wise and Pr. CCIT region wise and also have correspondence control system having a facility of sending automatic reminders, alerts etc. and be able to create new reports and input forms, if a need arises in the course of the usage of the application.

2.1.6 It should contain a robust system for efficient data handling. It should have both client server as well as web based architecture system and provide for automated backup of the system and database so that system can be restored in case of unforeseen incidents. The application should also allow for inclusion of new features at a later stage in an integrated manner.

2.1.7 The application should have a search engine based on certain key fields as identified by V&L Division.

2.1.8 The application should have MySql as the back-end RDBMS.

2.2 The Flow chart giving detailed description of processes involved in the V&L Division is given in Para 6 under Scope of Work for Comprehensive Software Application. As mentioned above, the V&L Division deals with the matters relating to litigation (CAT/ High Court/ Supreme Court), disciplinary proceedings, vigilance clearance, suspension review etc. The application sought to be developed should have a mechanism of "Raising Alerts" and "Reminders" wherein timelines for filing appeals, receiving comments, replies from various agencies and sections should be included. Alerts- both proactive & reactive in litigation matters at various levels i.e. CAT, High Court and Supreme Court are to be provided. Similarly, alerts with regard to suspension review, vigilance clearance are also sought to be provided in the application. The application should also automatically generate reminders within specified time frame. The processes involved in litigation are given in detail in the Scope of Work. It starts with the receipt of OA in DAK until conclusion of proceedings with in-built system of alerts regarding timelines and automatic generation of reminders after specified time. With regard to Disciplinary proceedings, the detailed flow chart is also given in the Scope of Work. Built in alerts should be available at various stages of Disciplinary Proceedings as well. Vigilance clearance of retiring officers, wherein monthly list of retiring officers along should be generated along with the details of reference to DG (Vig.) office, Ad-VI/AD VI A etc. The systems/ functionality for handling Suspension review of suspended officers should be able to generate a list of names of suspended officers whose suspension review becomes due within certain specified period from the current date. The system should generate alerts with regard to due dates for review. Further, instructions have been issued from time to time by CBDT for timely filing of appeals/ SLPs and proper conduct of litigation, wherein an institutional mechanism for processing proposals for appeals has been provided. Timelines for submission/ filing SLPs have also been provided. These timelines, as related to V&L Division should also be incorporated in the proposed application for effective and automated monitoring and processing.

2.3 The Application should have the functionality of scanning and storing of paper documents like order sheet notings, orders, instructions, and letters of communication from within the application features and linking the same with the desired case record or file number in the database. All such scanned documents should also be easily be retrievable with the reference of a case or file number. These documents should also be searchable on different data fields.

2.4 The application should have a built-in feature of bulk scanning of old paper documents and linking the same with various case records or file numbers that are created or stored in the database.

2.5 The successful bidder shall be responsible for successful migration of existing database and digitized information of the V&L Division that is maintained currently with respect to the work processes, as described in the Scope of Work in Para 6 of the tender document; on to the new application platform as and when the same is implemented and brought in operation.

2.6 The successful bidder shall provide 'Functional Specifications' of the Application Software meeting all the requirements of the V&L Division, as prescribed in Scope of Work in Para 6, which shall be finalised in consultation and agreement with the V&L Division based on its requirements.

2.7 The successful bidder shall be obliged to fully develop the Application Software within 8 to 12 weeks from the date of award of the contract. On completion of the application, the successful bidder shall successfully configure and run the final application on LAN and WAN to demonstrate its client-server as well as web based operational features and capabilities.

2.8 The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:

2.8.1 All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation. This support shall be provided in the manner prescribed in the subsequent Para 2.9. This period of 1 year will begin from the date of successful installation and running of the application for which the successful bidder should obtain

a certificate from the V&L Division. The V&L Division will designate an officer to act as the Nodal Officer. Similarly, the successful bidder will also designate a person as the Contact Person who will liaise with the V&L Division on behalf of the bidder;

2.8.2 After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application, Annual Maintenance Support and Services (AMSS) for the next 2 years, during which all the services and support required for successful and effective running of the application shall be provided as prescribed in Para 2.10; and

2.8.3 Source code for the application after successful installation of the application, and the updated Source Code at the end of the period for AMSS or at the time of premature termination of the contract.

2.9 After completion and successful installation of the application, as prescribed in Para 2.8.1, the successful bidder shall be responsible for the following:

2.9.1 Installation of main and back-up servers and application; installing front-end applications on all user/ client machines and running them successfully;

2.9.2 Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the V&L Division;

2.9.3 One technically qualified person shall be deployed in the V&L Division by the successful bidder for the first 6 months from the date of successful installation and running of the software, who will be dedicated to troubleshooting, assisting in running of the application by any of the users, solving problems arising during use of the software while entering or retrieving data or digitized documents, receiving or sending alerts, reminders or scanning documents and attaching them with case files.

2.9.4 For the next 6 months, the successful bidder shall provide technical and troubleshooting support, as mentioned in Para 2.9.3 above on ‘call basis’- On receiving a complaint or call for assistance from the V&L Division on a pre-designated number provided by the successful bidder, the complaint

shall be attended on the same day on which the call was made. The successful bidder shall maintain requisite technical support at its disposal to provide these services.

2.9.5 The successful bidder shall, after successful installation and running of the application, maintain a continuous and regular contact with the V&L Division users to "Identify all such work processes; reports; input forms; alerts; reminders; search criteria etc. that may have been omitted from being incorporated into the application thus developed and deployed, or whose need may have been realised during the period of contract, and after identifying the same, shall modify the application to include the features or functionalities so identified.

2.10 After the completion of 1 year of training and software support, as prescribed in Para 2.8.1 and 2.9 above; the successful bidder shall be responsible for the next two years, as prescribed in Para 2.8.2, for the following:

2.10.1 Providing technical and software related support to keep the application running;

2.10.2 Ensuring that the software runs trouble free and smoothly;

2.10.3 Attending to and respond to the complaints and calls from the V&L Division, preferably within the same day, but in no case, beyond one business day from the date of such call;

2.10.4 Signing a Service Level Agreement for meeting all the expected requirements of the V&L Division;

2.10.5 Providing updated versions of the application software in case of any upgrade or change of Operating system (OS), LAN Networking, WAN configurations, RDBMS or web based technology/ platform- in general or even within the V&L Division;

2.10.6 The payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in

question. The decision of the V&L Division shall be final and binding in this regard.

2.11 Both V&L Division as well as DIT (HRD) shall be at liberty to cancel the contract including the AMSS contract at any point in time, without assigning any reason for the same. Such a decision, if taken, shall be final and binding. The payments, in case of a premature termination of contract, shall be subject to deduction, as deemed fit by the V&L Division, as prescribed above.

3 INSTRUCTIONS TO THE BIDDERS:

3.1 The tender documents can be obtained from Deputy Director of Income Tax (Administration), DIT (HRD), Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070 between 10.00 a.m and 4.00 p.m. on all working days from 27.05.2015 to 03.06.2015 against a bank draft of Rs. 100/-drawn on any nationalized bank and issued in favour of ZAO, CBDT, payable at New Delhi. The tender document is also available at the website www.incometaxindia.gov.in. Tender fee of Rs. 100/- in the form of Demand Draft will have to be furnished separately at the time of submitting of bid by the bidders using internet documents.

3.2 The bids should be prepared strictly in accordance with the instructions contained in the specifications. These shall be submitted in a properly sealed cover as described in Clause 3.3 of these specifications, addressed to Deputy Director of Income Tax (Administration), Directorate of Income Tax (HRD), Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070 and superscribed **"COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF VIGILANCE & LITIGATION MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS."** The interpolations, insertions, cuttings and corrections, if any, made in the quotation, if any, must be duly initialed by the bidder.

3.3 Each of the bidders shall submit its bids in two parts viz. **'Technical Bid'** and **'Financial Bid'** in separate sealed covers superscribed with the words 'Technical Bid' and 'Financial Bid' as the case may be. The draft/pay order for Earnest Money Deposit must be submitted in a separate sealed envelope and superscribed with the

words **"Earnest Money Deposit."** The Financial bid shall be prepared as per proforma "Schedule of Prices" (Annexure-II) enclosed with these specifications. The two parts of the bid and the envelope containing Draft/Pay Order for Ernest Money shall be placed in one sealed cover which shall be marked and superscribed as indicated in Para 3.2 above.

3.4 The offers should be valid for acceptance for a period of at least 90 **(Ninety only)** days from the date of opening of the bids.

3.5 While submitting the bids as per the specifications, the bidder shall deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement (Annexure –I) that, if selected, it will be required to enter into. All certificates/information/documents as listed under Para 4 shall be furnished along with the bid.

3.6 The bidders shall be free to seek any clarification regarding the Scope of Work or Schedule of Requirements or any other matter relating to the work flow or content between 11.00 AM and 3.00 PM on 01.06.2015.

3.7 A Certificate that all costs of application software development other than that specifically provided for as per the terms of this contract, if any, have been included in the price bid, shall be furnished by the bidder along with the price bid.

3.8 The bidder will indicate the complete address of the company/office along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No.(s) and other particulars as per the Proforma given in **Schedule-I**.

3.9 In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.

3.10 The offers/ bids must be sent by Registered Post/Courier/By hand/Speed Post sufficiently in advance so as to reach the Office of the Deputy Director of Income Tax (Administration), Directorate of Income Tax (HRD), Second Floor,

ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070, as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.

3.11 The bids prepared as per procedure in Para 3.3 above will be received up to 4.30 PM on 03.06.2013 at Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070 and will be opened on 03.06.2015 at 5:00 PM. In case the said days happen to be holidays, the bids will be accepted and opened on the next working day. The opening of bids may be postponed for any period of time without giving any prior notice to the bidders. The bidder or any of his authorized representatives may be present along with the authorisation certificate at the time of bid opening. The bids received after the deadline shall not be considered.

3.12 The date of opening of financial bids shall be intimated separately, only to the bidders declared successful in technical bids, which can be on the same day.

3.13 The tender specifications indicating the details of the Schedule of Requirements/ Scope of Work under the Application Software and terms and conditions shall be available up to 4.00 PM of the last date of tender sale (03.06.2015) against payment of a bank draft of Nationalized Bank of Rs. 100/- drawn in favour of ZAO, CBDT, New Delhi.

3.14 Conditional or ambiguous tenders are liable to be rejected summarily.

4 QUALIFYING REQUIREMENT AND DOCUMENTS TO BE FURNISHED

4.1 The "Technical Bid" must contain the following documents, failing which the tender is likely to be rejected. The decision of the DIT (HRD) regarding fulfilment of the requirements of the Technical Bid shall be final and binding.

4.1.1 Please note that no prices shall be indicated in the technical bid otherwise the bid will be disqualified.

4.1.2 Schedules I and II with these specifications shall be duly filled in and

enclosed with technical bid. The bidders are also required to furnish the Performance Certificates from their earlier clients for having rendered satisfactory services for various software applications developed by them in the past three years. A certificate from at least one Government Department/ PSU/ Nationalised Bank, to the effect of satisfactory development of application software shall also be furnished.

4.2 The bidder must have the experience of providing the similar services of developing application software and database management on comprehensive or turnkey basis for automated management of information, records, documents, work flows, alerts and escalations for computerized and automated office and record management systems to other Government Organizations/ PSUs/ Nationalised Banks and should be in this field for at least three years. A list of Government Departments and other offices where the bidders have executed such orders during last three years shall be furnished with the technical bid (Schedule II). **Further, the bidder must have the proven capacity to work on and develop applications on each of the functionalities required, as specified in the Schedule of Requirements/ Scope of Work. If required, the bidder(s) may be asked to prove or establish the capacity and expertise required for development of the comprehensive application software or reject the bid of any or all such bidders whose technical capacity is not to the satisfaction of the Tender Evaluation Committee. The decision of the Committee shall be final and binding on all the bidders.**

4.3 The bidder should have a minimum turnover of Rs. 30 lakh per annum during each of the last two years. It should have its own office/ branch office and application development centre in New Delhi.

4.4 The company should have satisfactorily executed/ developed, comprehensive application software(s) with both client-server as well as web based functionalities so that the applications can run on LAN, WAN, internet on both client-server as well as web enabled platforms for any organizations(s) last three years, with

4.4.1 One single work of comprehensive application software development for a minimum of Rs. 10 Lakh; OR

4.4.2 Two similar works of comprehensive application software development for a minimum of Rs. 3 Lakh each; and

4.4.3 A certificate from at least one Government Department/ PSU/ Nationalised Bank, to the effect of satisfactory execution of comprehensive application software development of a value of at least Rs. 10 Lakh shall also be furnished.

4.5 The bidder should have sufficient qualified personnel with BCA/ MCA/ BE (Electronics/ Computer Science)/ B.Sc. (Computer Science)/ M Tech/ 3yrs Polytechnic Diploma in electronics or equivalent.

4.6 Copies of Sales Tax Registration certificate, Permanent Account No. (PAN) card allocated by the Income Tax Department, audited/ un-audited balance sheet, Profit and Loss Account of the bidder for the previous financial years 2012-13 or 2013-14 or 2014-15 shall be furnished with technical bid.

4.7 The tenderers/ bidders are required to deposit the Earnest Money of Rs.20,000/- (Rs. Twenty thousand only) in a sealed cover at the time of submission of bid. The earnest money deposit (EMD) shall be deposited in the form of a pay order/bank draft drawn in favour of the ZAO, CBDT, New Delhi. The tender shall be summarily rejected in the absence of Earnest Money Deposit. No interest on the Earnest Money shall be paid. The demand draft towards EMD of all other bidders except those whose technical bids have been accepted shall be returned within one week of finalisation of the technical bids. The EMD of technically qualified bidders, with the exception of successful bidder, shall be returned within one week of the finalisation of financial bids. The EMD of successful bidder shall be returned within one week of furnishing of necessary Bank Guarantee as mentioned in clause 6.20. The EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect within the period of validity of the offer. If the successful bidder fails to furnish the Bank Guarantee as mentioned in clause 6.20 the earnest money deposit shall be liable to be forfeited.

4.8 The bidder shall furnish with the bid all information as sought as per the specifications, in the absence of which the bid is liable to be rejected.

5 GENERAL TERMS AND CONDITIONS

5.1 The bidder must be conversant and proficient in developing application software on any contemporary platform of operating systems and which can be successfully run on all the modern as well as old computers that are still in use in the offices concerned.

5.2 Delivery and installation period: The successful bidder should be able to deliver and install the application software within a maximum of eight to twelve weeks from the date of work order. The installation report should be signed by a technical person, preferably the Contact Person so designated by the successful bidder as per Para 2.8.1 of the Schedule of Requirements jointly with authorized person, preferably the Nodal Officer so designated by V&L Division. The successful bidder shall have to adhere to the delivery schedule strictly. The Directorate of HRD reserves the right to cancel the work order if project is not executed within the stipulated time and to place the order with another party, if deemed appropriate.

5.3 In the financial bid, the amount for providing Annual Maintenance Services and Support (AMSS) for 2 years should be quoted separately from the amount quoted for developing the application software combined with one year of integrated support.

5.4 Payment Terms: For the application software development and 1 year support component part of the contract, 80% of the successful bid amount (attributable to the cost of software and 1 year support- not the AMSS component) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in V&L Division. Balance 20% will be released as quarterly installments based on successful provision of maintenance support for one year from the date of successful installation. For the AMSS part of the contract for the next two years after the end of first year of support, the payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be

released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the V&L Division. The decision of the V&L Division shall be final and binding in this regard.

5.5 The V&L Division shall have the right to deduct, from the Application Development and support for 1 year or AMSS related payment, or both, any such sum as deemed fit by it, for deficiency in application developed or services provided around the application, or AMSS, or both, provided by the successful bidder. The decision of V&L Division shall be final and binding in this regard.

5.6 The DIT (HRD) reserves the right to reject any/all the bids without assigning any reason.

5.7 The officers of the Directorate and V&L Division may visit the premises of the technically qualified bidders to assess their capability to handle such jobs without giving any prior intimation or call for interviewing of technical professionals sought to be deployed by the technically qualified bidders to ascertain if they have the requisite expertise to design, develop and successfully run a software application that is proposed to be developed. Thereafter, the price bids of only those bidders shall be opened whose technical bids have been found acceptable subject to the above mentioned inspection and/ or interview.

5.8 Acceptance of the bid shall be communicated to the successful bidder by a formal letter of acceptance.

5.9 The successful bidder shall be required to pay taxes, which would be levied by the Government for the execution of the work awarded under the Contract and all such charges must be included in the final price declared in the financial bid.

5.10 The successful bidder shall be required to submit a duly signed and stamped **'Comprehensive Application Development & Installation Agreement' as per Proforma at Annexure-I**, or such further modified terms as may be communicated to the contractor in writing , on a stamp paper of Rs. 100/-.

5.11 Each page of the tender document should be numbered and signed by the bidder with the seal of the firm.

5.12 Telegraphic/telex/fax/e-mailed letterhead quotations are not acceptable and shall be ignored.

6 SCOPE OF WORK FOR COMPREHENSIVE SOFTWARE APPLICATION

6.1 The successful bidder/Contractor shall develop, install, and troubleshoot a software application that should successfully automate the work flow, processes, monitoring, MIS, alerts, reminders, and digitization of documents of V&L Division of CBDT, as explained below:

6.2 The Vigilance and Litigation Division of CBDT has to deal with various litigation procedures. It may be service litigation as well as vigilance litigation. From the time of receiving OA, filing Para-wise comments, getting involved in various tribunal proceedings to the final issuing of its order by the CAT, each of these stages are completely monitored and tracked by this Division. There are various checks and validations, which are required at various stages of this work flow. After passing of the order in CAT, it has to be monitored in High court also, if the matter goes to the High Court. At times, a caveat may be required to be filed in the High Court. On other occasions, the flow may start with filing of a writ petition in the High Court or with the Para-wise comments required to be filed by the Division in response to the WP filed by a petitioning employee. Similarly, after a High Court decision, further monitoring in the Supreme Court will also have to be done by the Division. Sometimes, a Review Petition may need to be followed up and responded to. Tracking of CAS is an additional need that has to be taken care of. Similar steps and processes are involved in service litigation matters, where various other issues also play the critical role. In service litigation matters also, the flow of work may start from CAT to HC and then from HC to SC. There are various other activities that are required to be monitored by the system. These may be linked to Disciplinary Proceedings, Suspension, and Vigilance Clearance. All these actions and responses require strict adherence to time limitations. When

the number of cases is very large, remembering deadlines and adhering to those becomes unmanageable unless the alerts and reminder systems are updated and all the relevant documents and records are readily available at the click of a button on a computer. Manual handling of these tasks and compliances is extremely tedious and challenging in more than one ways. In order to automate these work processes, reminders, alerts and record availability, a software application is sought to be developed to handle all these aspects in a comprehensive manner. The proposed application software is required to have the modules and features & functionalities as mentioned below:

6.2.1 Security
6.2.2 Vigilance clearance
6.2.3 Service litigation
6.2.4 Vigilance Litigation
6.2.5 Zonal matters
6.2.6 Complaints and VIP References
6.2.7 Parliamentary Questions
6.2.8 Suspension
6.2.9 Disciplinary proceedings
6.2.10 MIS

6.3 The details of the above modules are as follows:

6.3.1 Security

System will allow all the permitted agencies; sub-departments; and system users to maintain assignment of system users to respective departments, rights of users over various menus and other similar functionalities and features. The system will allow users to access those modules, which are assigned to them. There will be system hierarchy as well. It will allow the higher authority to see and have access to all the records of officers under the supervision of such higher authority but not to others.

6.3.2 Vigilance Litigation

The vigilance litigation workload and follow up actions are quite complex and hence will have to be a very versatile and multi functional module that should be robust and extremely highly reliable in its performance, as it does not have any scope of error or lapse. The basic flow of the vigilance litigation flows will be from CAT to High Court and from High Court to Supreme Court. Its complete flow is given below in Para B-1 of Annexure- III.

6.3.3 Service litigation

The Service litigation will also be a very robust, complex and versatile module. The basic flow of the vigilance litigation will also be from CAT to High Court and from High Court to Supreme Court. Its complete flow is given below in Para B-2 of Annexure- III.

6.3.4 Vigilance Clearance

The vigilance clearance module will contain functionality for uploading of Civil List as well as other lists and also uploading of other information about vigilance related proceedings in respect of the employees from different permissible sources. Once the uploading is done, system will have the facility of updating the currently uploaded list as well as the information about the employees in the list, so that same can be modified and updated, as and when new information on vigilance related matters of the employees are received from permitted sources. Further, there will be a provision to modify the Civil List originally uploaded, as and when changes are made in the Civil List by the Competent Authority. Based on the information received from these sources and updations made consequently, a monthly/ periodic list containing the vigilance status of the employees will be generated by the system. There will be a provision to mark all information so received as to which one of those will impact the vigilance status in what way and to what extent. As per procedure the list of retiring officers is sent to O/o DGIT (Vig) for status of vigilance clearance; the list is sent to AD-VI to ascertain the

place of posting of the officers and to Ad-VIA if any administrative chargesheet is pending against any officer on the list or if VRS has been taken by any officer. Once, the information received from permitted agencies is categorized on the basis of what impact it will have on the vigilance status, each employee can be marked as ‘clear’ or ‘not clear’ from vigilance angle and a list of employees with either type of status (vigilance clearance granted or withheld) can be generated. Its complete flow is given below in Para B-3 of Annexure- III.

The following modules will deal with the respective functionalities

6.3.5 Zonal matters

The modules that will deal with zonal matters will fall under this head. Zone specific functionalities and access will be provided here for the respective users.

6.3.6 Complaints and VIP References

Complaints and various VIP references related functionalities and features will be included here.

6.3.7 Parliamentary Questions

Parliamentary questions and its tracking will be taken care of by this module.

6.3.8 Suspension

Suspension cases, suspension review of cases (first suspension review in 90 days and further extensions within 180 days) status and progress of hearings in each of the cases and other related features and functionalities will be dealt with this module.

6.3.9 Disciplinary Proceedings

Disciplinary proceedings are deemed to have begun with the issue/ service of charge-sheet, which in turn, are followed up by WSD (Written Submission of Defense). It is followed by assignment/ appointment of Inquiry Officer (IO) and Presenting Officer (PO). If a CBI enquiry is required, the case is sent to CBI. This module will also be linked to Alerts and Reminders for necessary timeline limitations

and deadlines. Its complete flow is given below in Para B-4 of Annexure- III.

6.3.10 MIS

MIS should be very clear and unambiguous. It will have at about 40-50 reports and if needed, even more. It will also have enquiry screens relating to various check points linked to the system.

7 TERMS OF PAYMENTS:

7.1 For the application software development and 1 year support component part of the contract, 80% of the successful bid amount (attributable to the cost of software and 1 year support- not the AMSS component) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in V&L Division. However, the successful bidder shall obtain a certificate from V&L Division for successful and satisfactory installation, running and training relating to the application and the support thereafter. The payment will be released by DIT (HRD) on production of such certificate. The remaining 20% of the successful bid amount will be released as quarterly installments based on successful provision of maintenance support for one year from the date of successful installation for which the successful bidder shall obtain, at the end of every quarter, a certificate from V&L Division of having satisfactorily rendered the required services. For the AMSS part of the contract for the next two years after the end of first year of support, the payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the V&L Division. The decision of the V&L Division shall be final and binding in this regard.

7.2 The V&L Division shall have the right to deduct from the Application Development and support for it for 1 year or AMSS related payment or both, any such sum as deemed fit by it, for deficiency in AMSS provided by the successful bidder. The decision of V&L Division shall be final and binding in this regard.

8 CHANGE OF LOCATION OF USERS OR APPLICATION:

Addition of users and change of location of users or application: In case new users or roles are added to the software application, or there is a change in the location of users or the server itself on which the main application is hosted, the successful bidder shall create the roles, additional users and install such client application or server application at the new desired application, as and when necessary.

9 ARBITRATION:

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the application software development contract, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the DIT (HRD) whose decision shall be final. Also, in the event of any dispute, relating to the application software, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the DIT (HRD) for arbitration and the decision of such person(s) shall be binding on both the parties. The proceedings of the arbitration shall be carried out only in New Delhi.

10 RENEWAL/ TERMINATION OF THE CONTRACT

10.1 The contract will be initially for a period that will aggregate of the time taken by successful bidder for development and successful deployment of the application period, which is expected to be 6-8 weeks from the date of award of contract; and service & support period of three years from the date of successful deployment. DIT (HRD) or V&L Division, however, reserves the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of three years, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

10.2 During the period of the contract, new functionalities, input forms and reports, alerts, reminders and users may have to be added. Further, the usage of

software may have to be extended to web based platforms, if the need arises. The successful bidder shall do all these without any additional cost.

10.3 In case of renewal of the contract, the Contractor shall have to furnish a fresh Bank Guarantee, valid upto three months beyond the expiry of the Contract, for an amount equivalent to 10% of the amount of AMSS.

10.4 DIT (HRD) and V&L Division reserve the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the DIT (HRD) or V&L Division shall not accept any responsibility for any loss suffered by the Contractor. Further, in such an event, the Contractor shall be liable for deduction from the amount due and payable payable, any sum, as deemed fit by V&L Division for deficient or unsatisfactory services and support provided under the contract.

10.5 In case of termination of contract, DIT (HRD) shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor and deduction on this account shall be made from the Contractor. Any decision of DIT (HRD) in this regard shall be final and binding on the Contractor.

11 HANDING OVER

The successful bidder shall provide DIT (HRD) the Source code for the application immediately after the installation and running of application is accepted by V&L Division. The contractor shall also provide the latest updated version of the application at the end of the contract period or at the time of premature termination of the contract, if any.

ANNEXURE -I

COMPREHENSIVE APPLICATION SOFTWARE DEVELOPMENT CONTRACT AGREEMENT FOR COMPUTERS AND ASSOCIATED PERIPHERALS

This AGREEMENT made on this, the _____day of _____2015 between the President of India, acting through the Deputy Director of Income Tax (Administration), DIT (HRD), hereinafter referred to as "THE OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) on the one part

And

M/s _____ having its registered office at _____ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context, be deemed to and include his heirs, executors, administrators, legal representative, successors in interest and assigns) on the other part.

WHEREAS the **Owner** is desirous of entrusting to the Contractor a contract for comprehensive application software development together with training, updating, troubleshooting and support for running the application for one year from the date of successful installation of the same, as mentioned in the Specifications containing Schedule of Requirements & Scope of Work appearing hereinbefore and described in Annexure III hereunder, and to be deployed in V&L division, in CBDT, New Delhi; hereinafter referred to collectively as the "APPLICATION"; and Annual Maintenance Service and Support (AMSS) for updating, maintaining, troubleshooting and successfully running the application for 2 years from the date of end of 1 year period of maintenance associated with the application, as mentioned in the Specifications appearing hereinbefore and described in Annexure IV hereunder.

AND WHEREAS the Contractor has agreed to undertake such application development, successful deployment & operations, and AMSS for the specified period, as per the terms and conditions and charges set out hereunder.

AND WHEREAS it is agreed that a formal agreement be executed between the parties thereto:

NOW IN consideration of the premises, it is hereby agreed and declared by and between the parties hereto as follows:

1.0 SCOPE OF SERVICE:

1.1 M/s _____hereby agrees to undertake the application development, successful deployment & operations, and AMSS for the specified period in the V&L Division, CBDT, New Delhi so as to keep it fit for normal usage on the terms and conditions of this agreement.

1.2 The period for successful development and installation of the application is for 8-12 weeks from the date of award of the contract, i.e. the date of signing of this contract. The period for providing training, updating, troubleshooting and support for running the application is one year from the date of successful installation of the same. The period for providing AMSS for updating, maintaining, troubleshooting and successfully running the application is 2 years from the date of end of 1 year period of maintenance associated with the application. The sub-contract agreement for the dates and periods for which the support services will be rendered is described in **Annexure V** hereunder, which will be signed between the **Nodal Officer** of V&L Division and the Contractor, mentioning the relevant dates and periods after the application is successfully developed and deployed.

1.3 The software should be pro-active system software; with built in capability to show dashboard along with buffer time based “Raise-Alert” capability to ensure timely submission/ completion of work. All actions required to be done in time

bound manner would come with alerts or as reminders so that court matters can be completed within specified period before time limits.

1.4 System should have multi-user functionality, i.e. a system of entering particulars of a file at the stage of Assistant, Section Officer, Under Secretary, Deputy Secretary, CIT (Vig.)/ JS (Adm.) and Member (P&V) and to assign to the next higher grade, along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.

1.5 System should be able to provide its own security with different rights to different users as decided by V&L Division at the time of application development and user role creations.

1.6.1 The system would have its own record management; namely:

1.6.2 Database can be created – like uploading of civil list for vigilance clearance of retiring officers; and

1.6.3 Facility for uploading/ scanning copies of note sheet so that on a single click the case details and action taken is available to the officer/officials.

1.7 The application should have the functionality of generating reports and responding to queries. This would enable the senior officers to monitor what action is pending and where. It should have ability to generate reports section wise and Pr. CCIT region wise and also have correspondence control system having a facility of sending automatic reminders, alerts etc. and be able to create new reports and input forms, if a need arises in the course of the usage of the application.

1.8 It should contain a robust system for efficient data handling. It should have both client server as well as web based architecture system and provide for automated backup of the system and database so that system can be restored in case of unforeseen incidents. The application should also allow for inclusion of new features at a later stage in an integrated manner.

1.9 The application should have a search engine based on certain key fields as identified by V&L Division.

1.10 The application should have MySql as the back-end RDBMS.

1.11 The Flow chart giving detailed description of processes involved in the V&L Division, for which the application has to be developed providing for automation of all the processes mentioned therein, is prescribed in Para 6 under Scope of Work in the tender document hereinabove and described in Para B of **Annexure III** hereunder. As mentioned above, the V&L Division deals with the matters relating to litigation (CAT/ High Court/ Supreme Court), disciplinary proceedings, vigilance clearance, suspension review etc. The application sought to be developed should have a mechanism of "Raising Alerts" and "Reminders" wherein timelines for filing appeals, receiving comments, replies from various agencies and sections should be included. Alerts- both proactive & reactive in litigation matters at various levels i.e. CAT, High Court and Supreme Court are to be provided. Similarly, alerts with regard to suspension review, vigilance clearance are also sought to be provided in the application. The application should also automatically generate reminders within specified time frame. The processes involved in litigation are given in detail in the Scope of Work. It starts with the receipt of OA in DAK until conclusion of proceedings with in-built system of alerts regarding timelines and automatic generation of reminders after specified time. With regard to Disciplinary proceedings, the detailed flow chart is also given in the Scope of Work. Built in alerts should be available at various stages of Disciplinary Proceedings as well. Vigilance clearance of retiring officers, wherein monthly list of retiring officers along should be generated along with the details of reference to DG (Vig.) office, AD VI A etc. The systems/ functionality for handling Suspension review of suspended officers should be able to generate a list of names of suspended officers whose suspension review becomes due within certain specified period from the current date. The system should generate alerts with regard to due dates for review. Further, instructions have been issued from time to time by CBDT for timely filing of appeals/ SLPs and proper conduct of litigation, wherein an institutional mechanism for processing proposals for appeals has been provided. Timelines for submission/ filing SLPs have also been provided. These timelines, as related to V&L Division should also be incorporated in the proposed application for effective and automated monitoring and processing.

1.12 The Application should have the functionality of scanning and storing of paper documents like order sheet notings, orders, instructions, and letters of

communication from within the application features and linking the same with the desired case record or file number in the database. All such scanned documents should also be easily be retrievable with the reference of a case or file number. These documents should also be searchable on different data fields.

1.13 The application should have a built-in feature of bulk scanning of old paper documents and linking the same with various case records or file numbers that are created or stored in the database.

1.14 The successful bidder shall be responsible for successful migration of existing database and digitized information of the V&L Division that is maintained currently with respect to the work processes, as described in the Scope of Work in Para 6 of the tender document; on to the new application platform as and when the same is implemented and brought in operation.

1.15 The successful bidder shall provide 'Functional Specifications' of the Application Software meeting all the requirements of the V&L Division, as prescribed in Scope of Work in Para 6 of the tender document, which shall be finalised in consultation and agreement with the V&L Division based on its requirements.

1.16 The successful bidder shall be obliged to fully develop the Application Software within 8 to 12 weeks from the date of award of the contract. On completion of the application, the successful bidder shall successfully configure and run the final application on LAN and WAN to demonstrate its client-server as well as web based operational features and capabilities.

1.17 The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:

1.17.1 All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation. This support shall be provided in the manner prescribed in the subsequent Para 1.18. This period of 1 year will begin from the date of successful installation and running of the application for which the successful bidder should obtain a certificate from the V&L Division. The V&L Division will designate an officer to act as the Nodal Officer. Similarly, the successful bidder will also

designate a person as the Contact Person who will liaise with the V&L Division on behalf of the bidder;

1.17.2 After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application, Annual Maintenance Support and Services (AMSS) for the next 2 years, during which all the services and support required for successful and effective running of the application shall be provided as prescribed in Para 1.19; and

1.17.3 Source code for the application after successful installation of the application, and the updated Source Code at the end of the period for AMSS or at the time of premature termination of the contract.

1.18 After completion and successful installation of the application, as prescribed in Para 1.17.1, the successful bidder shall be responsible for the following:

1.18.1 Installation of main and back-up servers and application; installing front-end applications on all user/ client machines and running them successfully;

1.18.2 Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the V&L Division;

1.18.3 One technically qualified person shall be deployed in the V&L Division by the successful bidder for the first 6 months from the date of successful installation and running of the software, who will be dedicated to troubleshooting, assisting in running of the application by any of the users, solving problems arising during use of the software while entering or retrieving data or digitized documents, receiving or sending alerts, reminders or scanning documents and attaching them with case files.

1.18.4 For the next 6 months, the successful bidder shall provide technical and troubleshooting support, as mentioned in Para 1.18.3 above on 'call basis'- On receiving a complaint or call for assistance from the V&L Division on a pre-designated number provided by the successful bidder, the complaint shall be attended on the same day on which the call was made. The

successful bidder shall maintain requisite technical support at its disposal to provide these services.

1.18.5 The successful bidder shall, after successful installation and running of the application, maintain a continuous and regular contact with the V&L Division users to "Identify all such work processes; reports; input forms; alerts; reminders; search criteria etc. that may have been omitted from being incorporated into the application thus developed and deployed, or whose need may have been realised during the period of contract, and after identifying the same, shall modify the application to include the features or functionalities so identified.

1.19 After the completion of 1 year of training and software support, as prescribed in Para 1.17.1 and 1.18 above; the successful bidder shall be responsible for the next two years, as prescribed in Para 1.17.2, for the following:

1.19.1 Providing technical and software related support to keep the application running;

1.19.2 Ensuring that the software runs trouble free and smoothly;

1.19.3 Attending to and respond to the complaints and calls from the V&L Division, preferably within the same day, but in no case, beyond one business day from the date of such call;

1.19.4 Signing a Service Level Agreement for meeting all the expected requirements of the V&L Division;

1.19.5 Providing updated versions of the application software in case of any upgrade or change of Operating system (OS), LAN Networking, WAN configurations, RDBMS or web based technology/ platform- in general or even within the V&L Division;

1.19.6 The payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. The decision of the V&L Division shall be final and binding in this regard.

1.20 Both V&L Division as well as DIT (HRD) shall be at liberty to cancel the contract including the AMSS contract at any point in time, without assigning any reason for the same. Such a decision, if taken, shall be final and binding. The payments, in case of a premature termination of contract, shall be subject to deduction, as deemed fit by the V&L Division, as prescribed above.

2.0 PERIOD OF CONTRACT

2.1 The contract shall commence on _____ and shall remain in force till the period for successful development and installation of the application, which is expected to be 8-12 weeks from the above date, i.e. the date of signing of this contract. The period for providing training, updating, troubleshooting and support for running the application shall be one year from the date of successful installation of the same. The period for providing AMSS for updating, maintaining, troubleshooting and successfully running the application shall be 2 years from the date of end of 1 year period of maintenance associated with the application.

2.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance would be reviewed from time to time to ensure that it is to the entire satisfaction of the Owner.

2.3 The contract will be initially for a period that will be aggregate of the time taken by successful bidder for development and successful deployment of the application, which is expected to be 6-8 weeks from the date of award of contract; and service & support period of three years from the date of successful deployment. DIT (HRD) or V&L Division, however, reserves the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of three years, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

3.0 AVAILABILITY PROVIDING TRAINING, UPDATING, TROUBLESHOOTING AND SUPPORT FOR RUNNING THE APPLICATION SERVICE:

3.1 The Contractor shall provide training, updating, troubleshooting and support for running the application services for the said application in accordance with clauses 1.18 and 1.19 of this contract. Apart from these, the contractor shall also provide all types of support that may be sought by V&L Division in successful and effective usage of the application in carrying out their work.

4.0 PAYMENT TERMS:

4.1 For development of the application together with training, updating, troubleshooting and support for running the application for one year from the date of successful installation of the same, 80% of the successful bid amount (attributable to the cost of software and 1 year support- not the AMSS component) shall be paid on successful and satisfactory installation certified by authorized person (Nodal Officer) in V&L Division. Balance 20% will be released as quarterly installments based on successful provision of maintenance support for one year from the date of successful installation. However, the successful bidder shall obtain a certificate from V&L Division for successful and satisfactory installation, running and training relating to the application and the support thereafter. The payment will be released by DIT (HRD) on production of such certificate. The remaining 20% of the successful bid amount will be released as quarterly installments based on successful provision of maintenance support for one year from the date of successful installation for which the successful bidder shall obtain, at the end of every quarter, a certificate from V&L Division of having satisfactorily rendered the required services.

4.2 For the AMSS part of the contract for the next two years after the end of first year of support, the payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. All the payments will be released only after obtaining the certificates for having rendered the services satisfactorily, which will be issued by the V&L Division. The decision of V&L Division shall be final and binding in this regard.

4.3 The V&L Division shall have the right to deduct from the Application Development and support for it for 1 year or AMSS related payment or both, any such sum as deemed fit by it, for deficiency in AMSS provided by the successful bidder. The decision of V&L Division shall be final and binding in this regard.

4.4 The Owner shall deduct prescribed taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of this agreement.

5.0 CHANGE OF LOCATION OF USERS OR APPLICATION:

In case new users or roles are added to the software application, or there is a change in the location of users or the server itself on which the main application is hosted, the successful bidder shall create the roles, additional users and install such client application or server application at the new desired application, as and when necessary.

6.0 TERMINATION/ RENEWAL OF AGREEMENT:

6.1 The contract will be initially for a period that will be aggregate of the time taken by successful bidder for development and successful deployment of the application period, which is expected to be 8-12 weeks from the date of award of contract; and service & support period of three years from the date of successful deployment. DIT (HRD) and V&L Division, however, reserve the right to Renew/ Extend the term of the contract after the initial period on a quarterly, six-monthly or annual basis, upto a total period of three years, after obtaining willingness of the Contractor, with or without altering any or all terms & conditions of the contract.

6.2 During period of the contract, new functionalities, input forms and reports, alerts, reminders and users may have to be added. Further, the usage of software may have to be extended to web based platforms, if the need arises. The successful bidder shall do all these without any additional cost.

6.3 In case of renewal of the contract, the Contractor shall have to furnish a fresh Bank Guarantee, valid upto three months beyond the expiry of the Contract, for an amount equivalent to 10% of the amount of AMSS.

6.4 DIT (HRD) and V&L Division reserve the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/ work being found unsatisfactory and/ or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory services, DIT (HRD) or V&L Division shall not be responsible for any loss suffered by the Contractor. Further, in such an event, the Contractor shall be liable for deduction from the amount due and payable, any sum, as deemed fit by V&L Division for deficient or unsatisfactory services and support provided under the contract.

6.5 In case of termination of contract, DIT (HRD) shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor and deduction on this account shall be made from the Contractor. Any decision of DIT (HRD) in this regard shall be final and binding on the Contractor.

7.0 OTHER TERMS OF AGREEMENT:

7.1 The Owner may stipulate any further conditions during the period of the Contract which will be duly communicated to the Contractor in writing.

7.2 The Contractor shall not employ any undesirable person(s) and if any such person(s) is unacceptable to Owner, the Contractor shall immediately replace him.

7.3 The Contractor undertakes not to enter into a sub-contract with any other person(s)/ company(ies) or to transfer the contract or any benefit there under to any person(s) or company(s) without the prior written approval of the owner.

7.4 The Contractor shall observe all security provisions as are applicable to the V&L Division of CBDT. The DIT (HRD) reserves the right to cancel the Contract

in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Contractor shall be made known to the Contractor by the Owner from time to time.

7.5 The specifications and General Terms and Conditions appearing hereinbefore and Annexure II, III, IV, V and all Formats and Schedules appearing hereinafter shall be construed as if they were part of this contract.

8.0 ARBITRATION:

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the contract, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by DIT (HRD) whose decision shall be final. Also, in the event of any dispute, relating to the application, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by DIT (HRD) for arbitration and the decision of such person(s) shall be binding on both the parties. The arbitration proceedings shall be carried out only in New Delhi.

For and on behalf of :	For and on behalf of : THE PRESIDENT OF INDIA
Signed	Signed
Name :	Name :
Date :	Date :
IN THE PRESENCE OF	
Signed	Signed
Name	Name
Date	Date
Place	Place

Signature of User/User Representative with Name

Schedule-I

GENERAL INFORMATION

TENDER PROFORMA

(To be filled in by the bidder for the technical bid)

1. Name of the company:

2. Head/Regd. Office Address:
   (a) Postal
   (b) Fax No.
   (c) Telephone No. (s)
   (d) E-mail Address
   (e) Website Address

3. Former name of Company (if any)

4. New Delhi office Address:
   (a) Postal
   (b) Fax No.
   (c) Telephone No. (s)
   (d) E-mail Address

5. Type of Organization
   (a) Individual
   (b) Partnership
   (c) Incorporated

6. Software Development Centre Details
   (a) Postal
   (b) Fax No.
   (c) Telephone No. (s)
   (d) Mobile No.
   (e) Working Hour
   (f) E-mail Address

7. Year of establishment

8. Amount of EMD deposited
   Draft No.
   Bank Detail
   Amount

9. Period of validity of tender

10. Details of technical particulars and schedules/Annexure enclosed.

11. Name and Address of the authorized signatory/contact person for this tender

12. Letter of authority for attending bid opening enclosed with tender

13. Whether copy of PAN Card is attached

14. Sales tax/VAT Regd. No.

Signature of tenderer

Date: Name

Place : Office Seal

Schedule-II

Details of Application Software Development Contracts Executed/Under Execution since 01.04.2012

S. No.	Name of Organization/ Address	Contract period		Value of Application Development Contract
		From	To	

Signature of tenderer

Date: Name

Place : Office Seal

ANNEXURE-II

Schedule of Prices for Comprehensive Application Software Development and Provision of Annual Maintenance Support and Services (AMSS)

A. Comprehensive Application Software Development:

Cost of Application Software Development and 1 year of Support Services as prescribed in the Tender:

Total Cost = Rs. _____ (Inclusive of All Taxes, Levies & charges)

B. Provision of Annual Maintenance Support and Services (AMSS):

Total Cost of Provision of Annual Maintenance Support and Services (AMSS) as prescribed in the Tender:

Cost Per Annum = Rs. _____ per annum (Inclusive of All Taxes, Levies & charges)

Total Cost for Two Years= Rs. _____ (Inclusive of All Taxes, Levies & charges)

GRAND TOTAL OF A & B =
Rs. _____ (Inclusive of All Taxes, Levies & charges)

We further certify that all costs of application software development other than that specifically provided for as per the terms of this contract, if any, have been included in the price bid.

Signature of tenderer

Date: Name

Place : Office Seal

ANNEXURE-III

A. SCHEDULE OF REQUIREMENTS:

a. It is intended to award a contract for developing a comprehensive application software, and providing support as well as troubleshooting and maintenance services for a specified period that is capable of providing the functionalities specified in this tender document and ensure trouble free running of the application as well as the database in accordance with the Scope of work prescribed in this Tender Document for the following in Vigilance & Litigation Division of CBDT in New Delhi:

i. The software should be a pro-active system software; with built in capability to show dashboard along with buffer time based "Raise-Alert" capability to ensure timely submission/ completion of work. All actions required to be done in time bound manner would come with alerts or as reminders so that court matters can be completed within specified period before time limits.

ii. System should have multi-user functionality, i.e. a system of entering particulars of a file at the stage of Assistant, Section Officer, Under Secretary, Deputy Secretary, CIT (Vig.) / JS (Adm.) and Member (P&V) and to assign to the next higher grade, along with data entry operation facility from various computers and compiling them in one so that an integrated view can be taken by the senior officers.

iii. System should be able to provide its own security with different rights to different users as decided by V&L Division at the time of application development and user role creations.

iv. The system would have its own record management; namely:

1. Database can be created – like uploading of civil list for vigilance clearance of retiring officers; and

2. Facility for uploading/ scanning copies of note sheet so that on a single click the case details and action taken is available to the officer/officials.

v. The application should have the functionality of generating reports and responding to queries. This would enable the senior officers to monitor what action is pending and where. It should have ability to generate reports section wise and Pr. CCIT region wise and also have correspondence control system having a facility of sending automatic reminders, alerts etc. and be able to create new reports and input forms, if a need arises in the course of the usage of the application.

vi. It should contain a robust system for efficient data handling. It should have both client server as well as web based architecture system and provide for automated backup of the system and database so that system can be restored in case of unforeseen incidents. The application should also allow for inclusion of new features at a later stage in an integrated manner.

vii. The application should have a search engine based on certain key fields as identified by V&L Division.

viii. The application should have MySql as the back-end RDBMS.

b. The Flow chart giving detailed description of processes involved in the V&L Division is given in Para 6 under Scope of Work for Comprehensive Software Application of the tender document. As mentioned above, the V&L Division deals with the matters relating to litigation (CAT/ High Court/ Supreme Court), disciplinary proceedings, vigilance clearance, suspension review etc. The application sought to be developed should have a mechanism of "Raising Alerts" and "Reminders" wherein timelines for filing appeals, receiving comments, replies from various agencies and sections should be included. Alerts- both proactive & reactive in litigation matters at various levels i.e. CAT, High Court and Supreme Court are to be provided. Similarly, alerts with regard to suspension

review, vigilance clearance are also sought to be provided in the application. The application should also automatically generate reminders within specified time frame. The processes involved in litigation are given in detail in the Scope of Work. It starts with the receipt of OA in DAK until conclusion of proceedings with in-built system of alerts regarding timelines and automatic generation of reminders after specified time. With regard to Disciplinary proceedings, the detailed flow chart is also given in the Scope of Work. Built in alerts should be available at various stages of Disciplinary Proceedings as well. Vigilance clearance of retiring officers, wherein monthly list of retiring officers along should be generated along with the details of reference to DG (Vig.) office, AD VI A etc. The systems/ functionality for handling Suspension review of suspended officers should be able to generate a list of names of suspended officers whose suspension review becomes due within certain specified period from the current date. The system should generate alerts with regard to due dates for review. Further, instructions have been issued from time to time by CBDT for timely filing of appeals/ SLPs and proper conduct of litigation, wherein an institutional mechanism for processing proposals for appeals has been provided. Timelines for submission/ filing SLPs have also been provided. These timelines, as related to V&L Division should also be incorporated in the proposed application for effective and automated monitoring and processing.

c. The Application should have the functionality of scanning and storing of paper documents like order sheet notings, orders, instructions, and letters of communication from within the application features and linking the same with the desired case record or file number in the database. All such scanned documents should also be easily be retrievable with the reference of a case or file number. These documents should also be searchable on different data fields.

d. The application should have a built-in feature of bulk scanning of old paper documents and linking the same with various case records or file numbers that are created or stored in the database.

e. The successful bidder shall be responsible for successful migration of existing database and digitized information of the V&L Division that is maintained currently with respect to the work processes, as described in the Scope of Work in Para 6 of the tender document; on to the the new application platform as and when the same is implemented and brought in operation.

f. The successful bidder shall provide 'Functional Specifications' of the Application Software meeting all the requirements of the V&L Division, as prescribed in Scope of Work in Para 6 of the tender document, which shall be finalised in consultation and agreement with the V&L Division based on its requirements.

g. The successful bidder shall be obliged to fully develop the Application Software within 8 to 12 weeks from the date of award of the contract. On completion of the application, the successful bidder shall successfully configure and run the final application on LAN and WAN to demonstrate its client-server as well as web based operational features and capabilities.

h. The successful bidder shall provide, from the date of successful installation and demonstration of the application, the following services:

    i. All Training and software support that may be required in successful running of the application for 1 year from the date of successful installation. This support shall be provided in the manner prescribed in the subsequent Para (i). This period of 1 year will begin from the date of successful installation and running of the application for which the successful bidder should obtain a certificate from the V&L Division. The V&L Division will designate an officer to act as the Nodal Officer. Similarly, the successful bidder will also designate a person as the Contact Person who will liaise with the V&L Division on behalf of the bidder;

ii. After the end of the training and software related support that were to be provided for 1 year from the date of successful installation & running of the application, Annual Maintenance Support and Services (AMSS) for the next 2 years, during which all the services and support required for successful and effective running of the application shall be provided as prescribed in Para (j); and

iii. Source code for the application after successful installation of the application, and the updated Source Code at the end of the period for AMSS or at the time of premature termination of the contract.

i. After completion and successful installation of the application, as prescribed in Para h(i), the successful bidder shall be responsible for the following:

i. Installation of main and back-up servers and application; installing front-end applications on all user/ client machines and running them successfully;

ii. Training of all the user officers and officials in understanding and using the features and functionalities of the application; to the satisfaction of the V&L Division;

iii. One technically qualified person shall be deployed in the V&L Division by the successful bidder for the first 6 months from the date of successful installation and running of the software, who will be dedicated to troubleshooting, assisting in running of the application by any of the users, solving problems arising during use of the software while entering or retrieving data or digitized documents, receiving or sending alerts, reminders or scanning documents and attaching them with case files.

iv. For the next 6 months, the successful bidder shall provide technical and troubleshooting support, as mentioned in Para i(iii) above on 'call basis'- On receiving a complaint or call for

assistance from the V&L Division on a pre-designated number provided by the successful bidder, the complaint shall be attended on the same day on which the call was made. The successful bidder shall maintain requisite technical support at its disposal to provide these services.

v. The successful bidder shall, after successful installation and running of the application, maintain a continuous and regular contact with the V&L Division users to "Identify all such work processes; reports; input forms; alerts; reminders; search criteria etc. that may have been omitted from being incorporated into the application thus developed and deployed, or whose need may have been realised during the period of contract, and after identifying the same, shall modify the application to include the features or functionalities so identified.

j. After the completion of 1 year of training and software support, as prescribed in Para h(i) and (i) above; the successful bidder shall be responsible for the next two years, as prescribed in Para h(ii), for the following:

i. Providing technical and software related support to keep the application running;

ii. Ensuring that the software runs trouble free and smoothly;

iii. Attending to and respond to the complaints and calls from the V&L Division, preferably within the same day, but in no case, beyond one business day from the date of such call;

iv. Signing a Service Level Agreement for meeting all the expected requirements of the V&L Division;

v. Providing updated versions of the application software in case of any upgrade or change of Operating system (OS), LAN Networking, WAN configurations, RDBMS or web based technology/ platform- in general or even within the V&L Division;

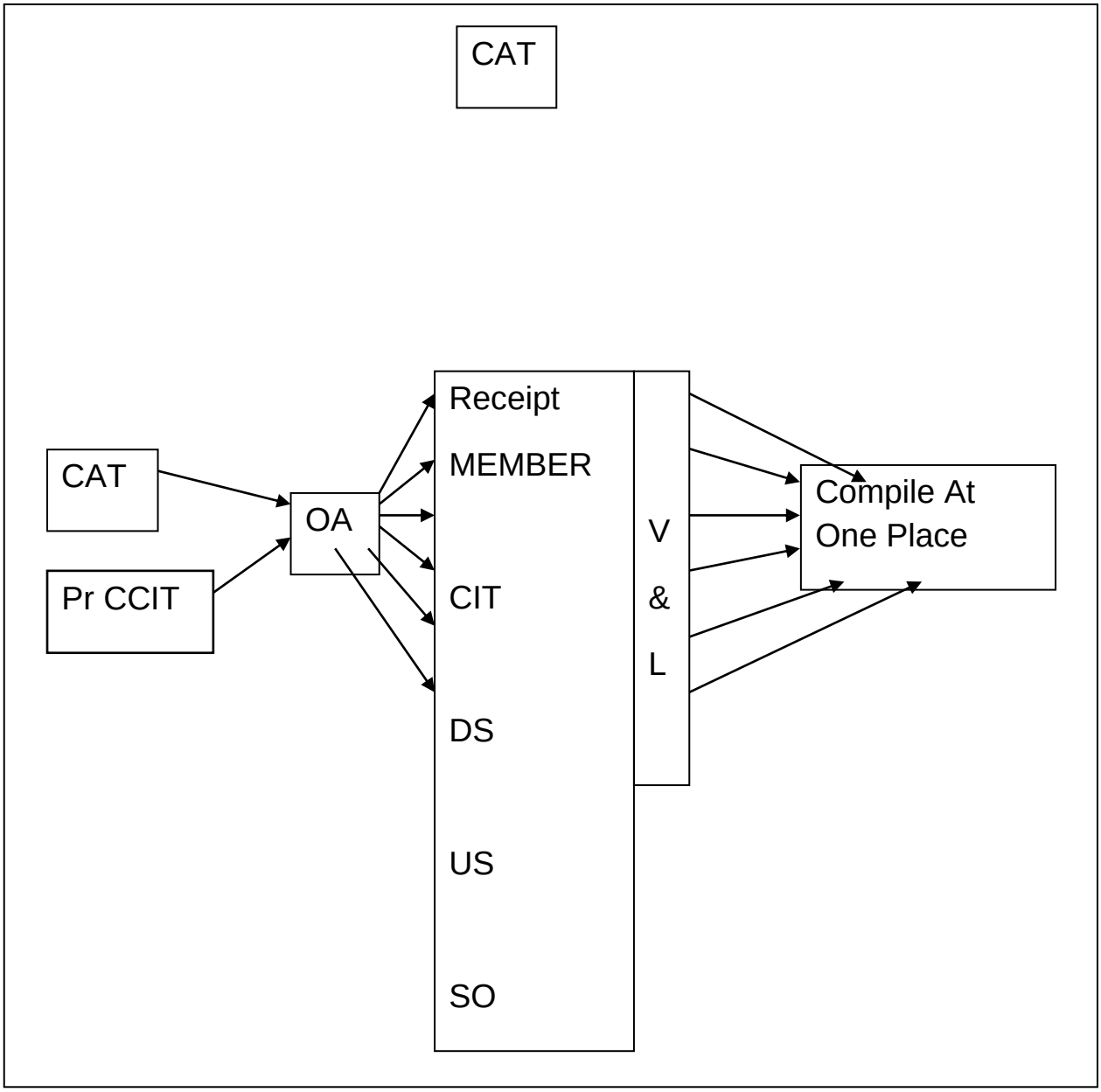
vi. The payment for the AMSS component will be made by DIT (HRD) at the end of every quarter on securing a certificate from V&L Division (Nodal Officer) of having provided satisfactory AMSS during the quarter in question. The decision of the V&L Division shall be final and binding in this regard.

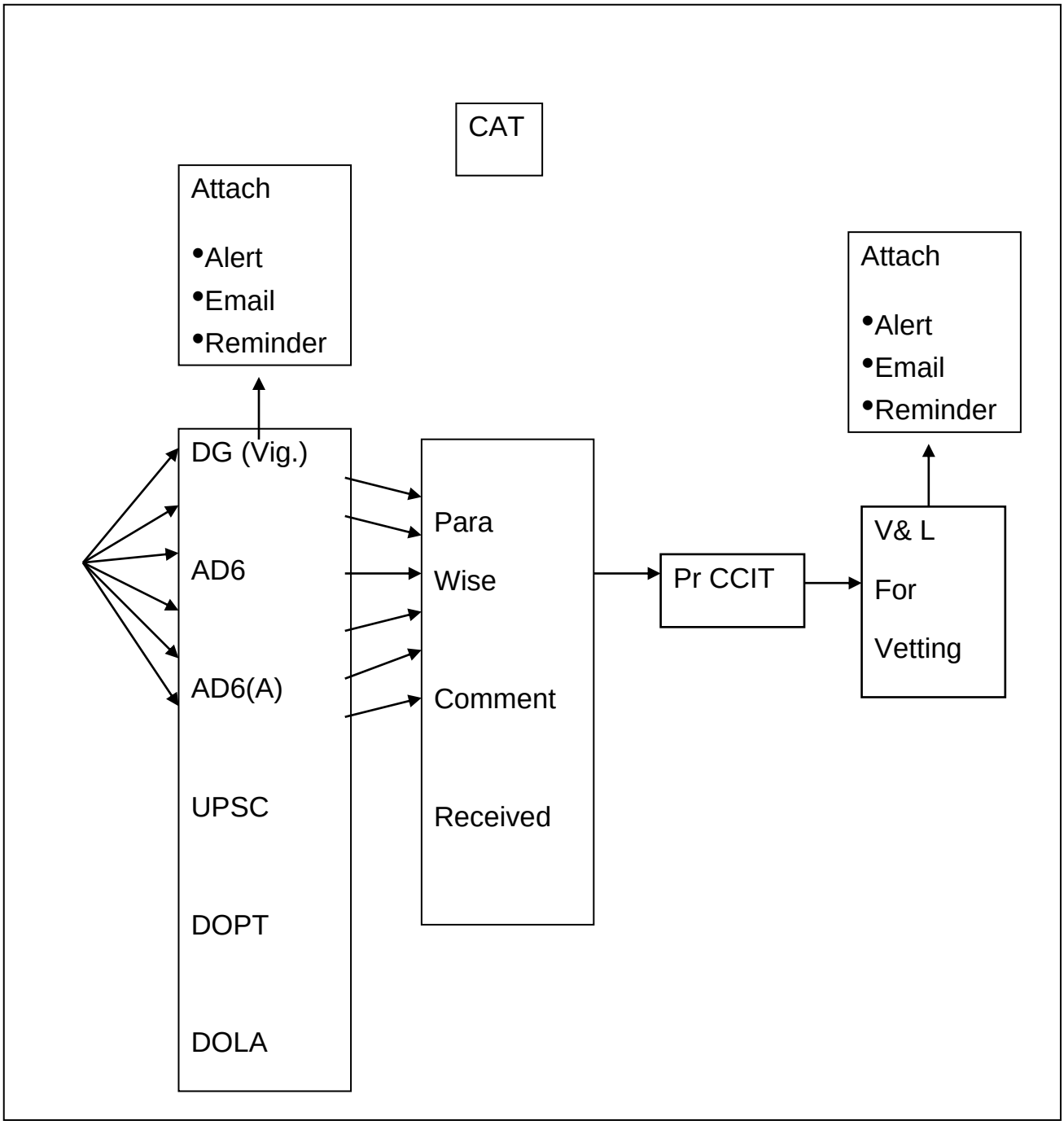
vii. Both V&L Division as well as DIT (HRD) shall be at liberty to cancel the contract including the AMSS contract at any point in time, without assigning any reason for the same. Such a decision, if taken, shall be final and binding. The payments, in case of a premature termination of contract, shall be subject to deduction, as deemed fit by the V&L Division, as prescribed above.

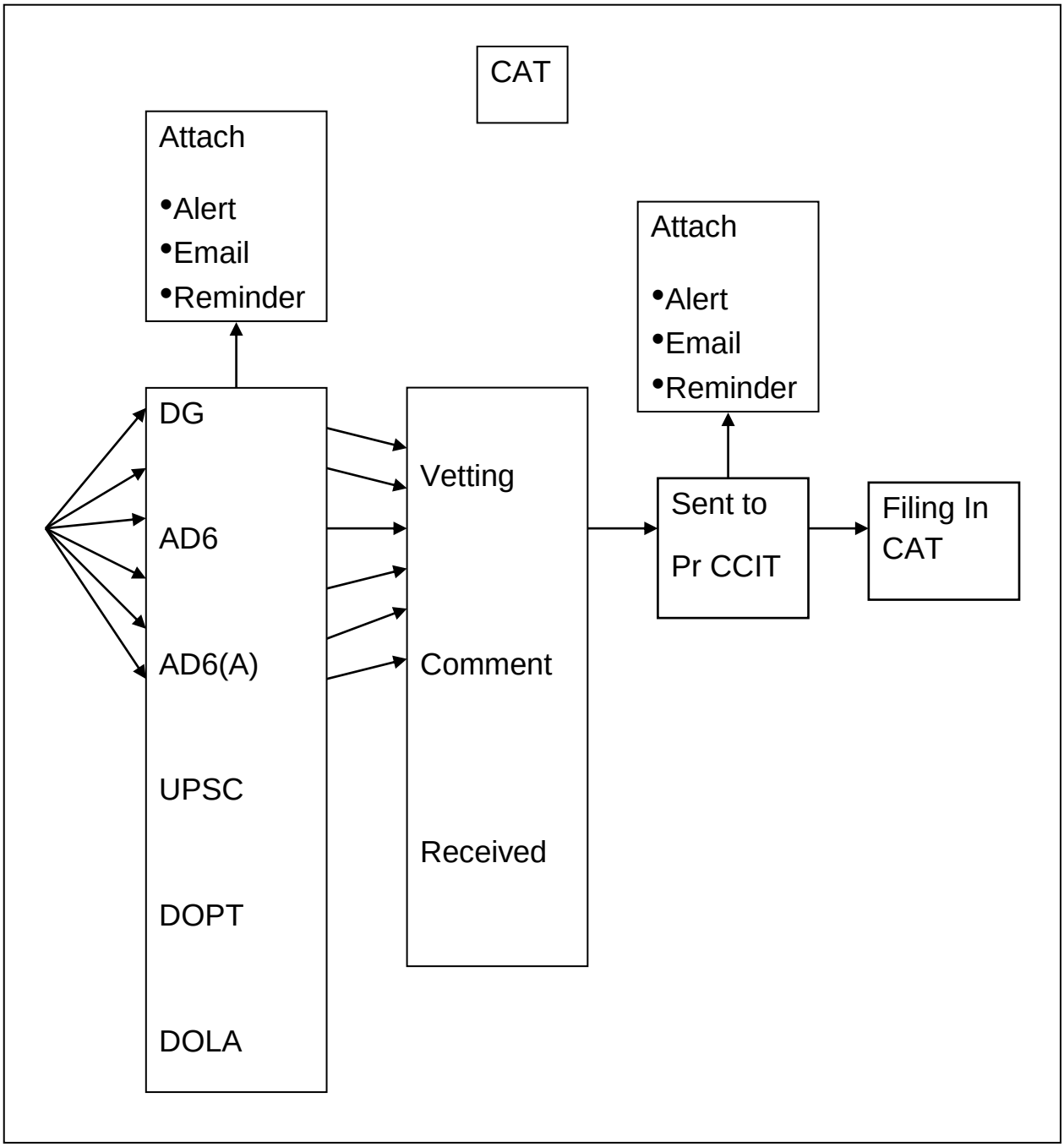
B. SCOPE OF WORK:

PARA B-1 (Annexure- III)

FLOW CHART OF WORK PROCESSES FOR VIGILANCE LITIGATION




CAT
Attach
•Alert
•Email
•Reminder
Attach
•Alert
•Email
•Reminder
DG (Vig.)
AD6
AD6(A)
UPSC
DOPT
DOLA
Para
Wise
Comment
Received
Pr CCIT
V& L
For
Vetting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Attach
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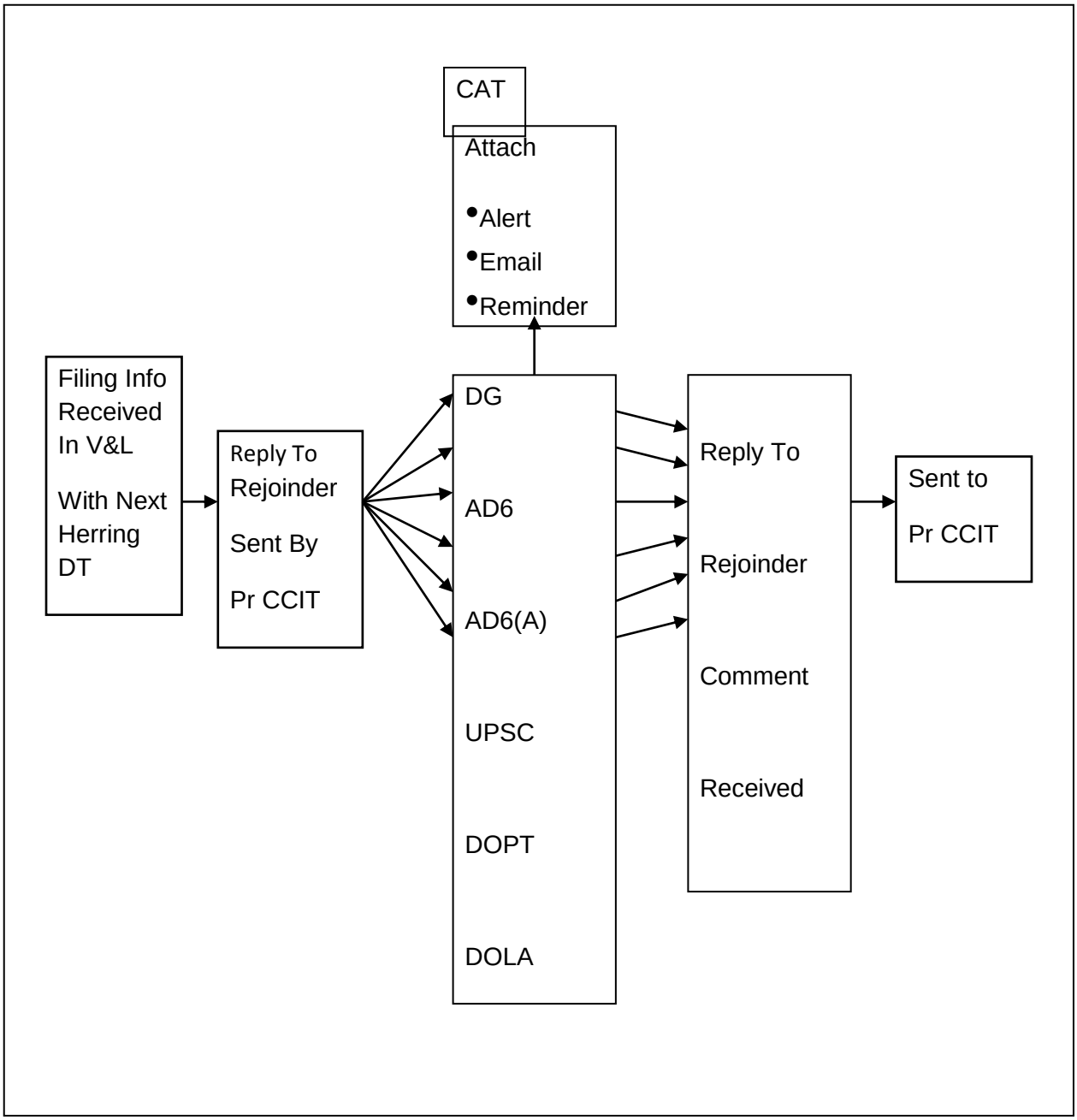
DG
AD6
AD6(A)
UPSC
DOPT
DOLA
Vetting
Comment
Received
Sent to
Pr CCIT
Filing In
CAT


CAT
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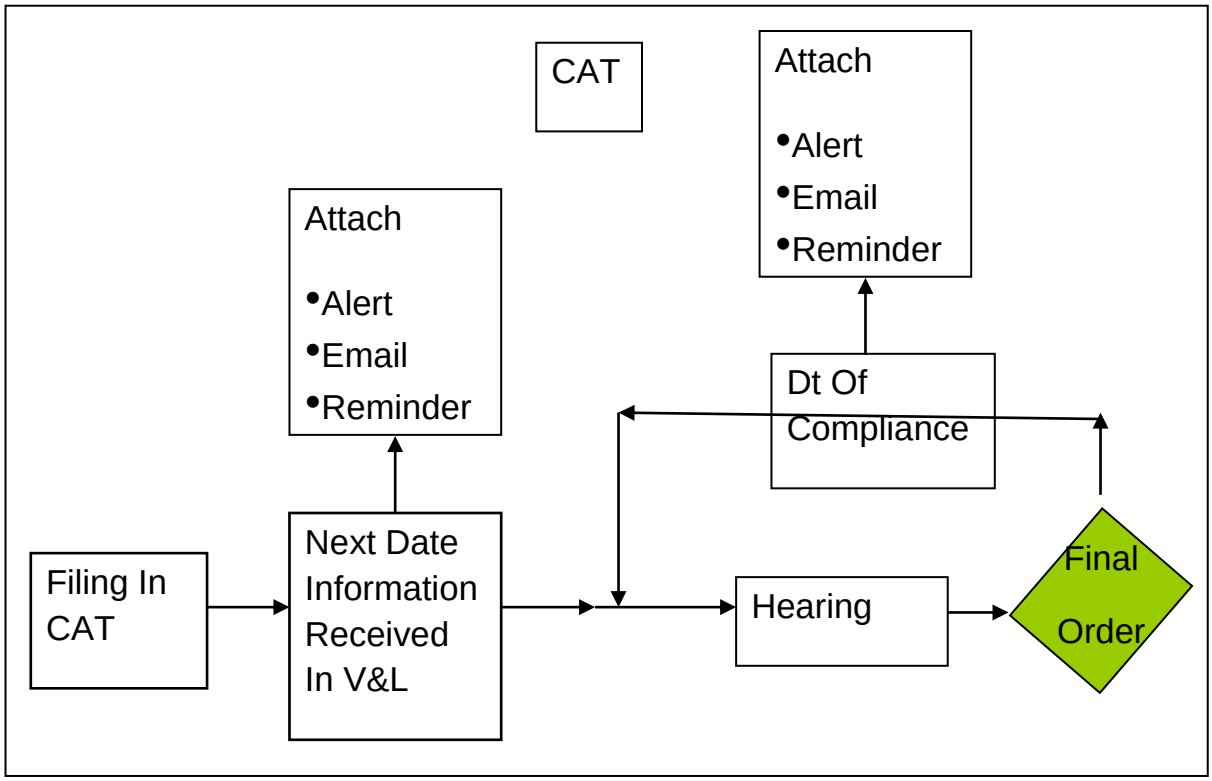
•Email
•Reminder
Filing Info Received In V&L
With Next Herring DT
Reply To Rejoinder
Sent By
Pr CCIT
DG
AD6
AD6(A)
UPSC
DOPT
DOLA
Reply To
Rejoinder
Comment
Received
Sent to
Pr CCIT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Dt Of Compliance
Filing In CAT
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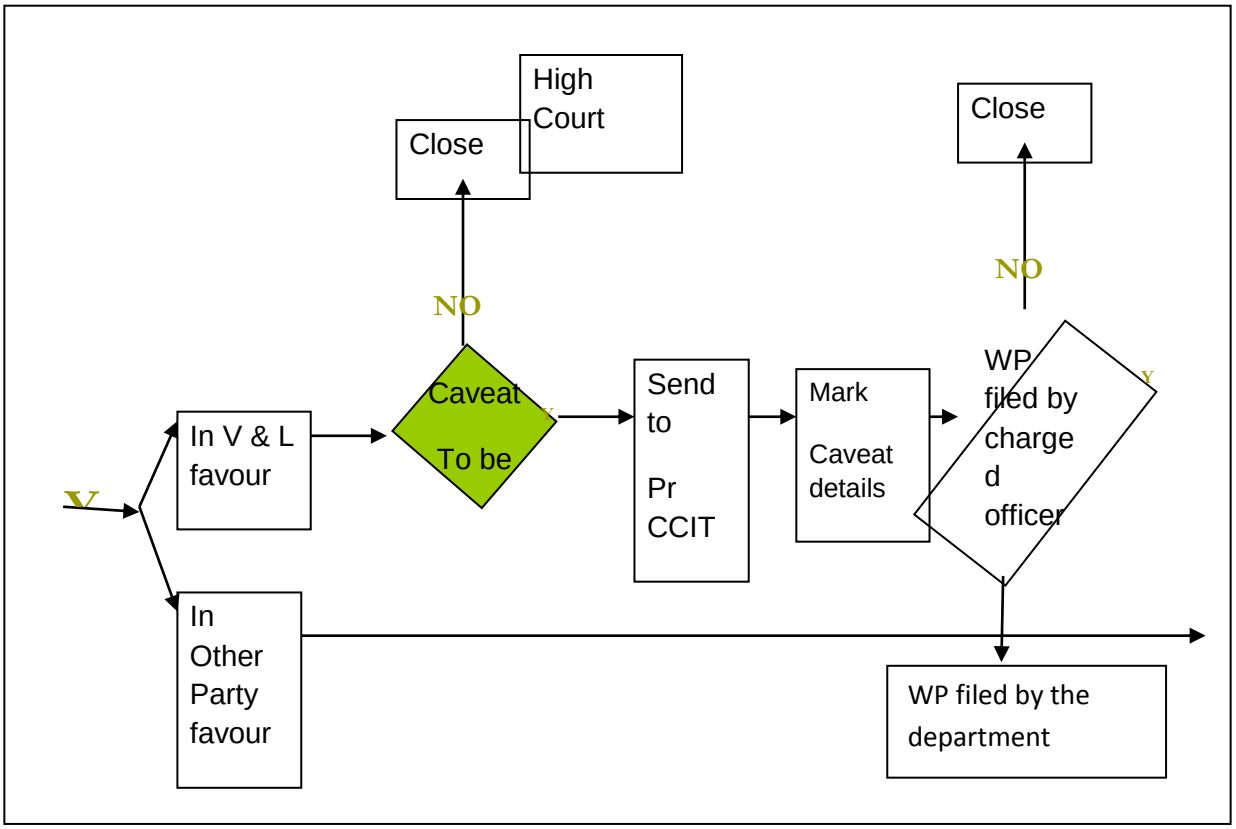
Hearing
Final Order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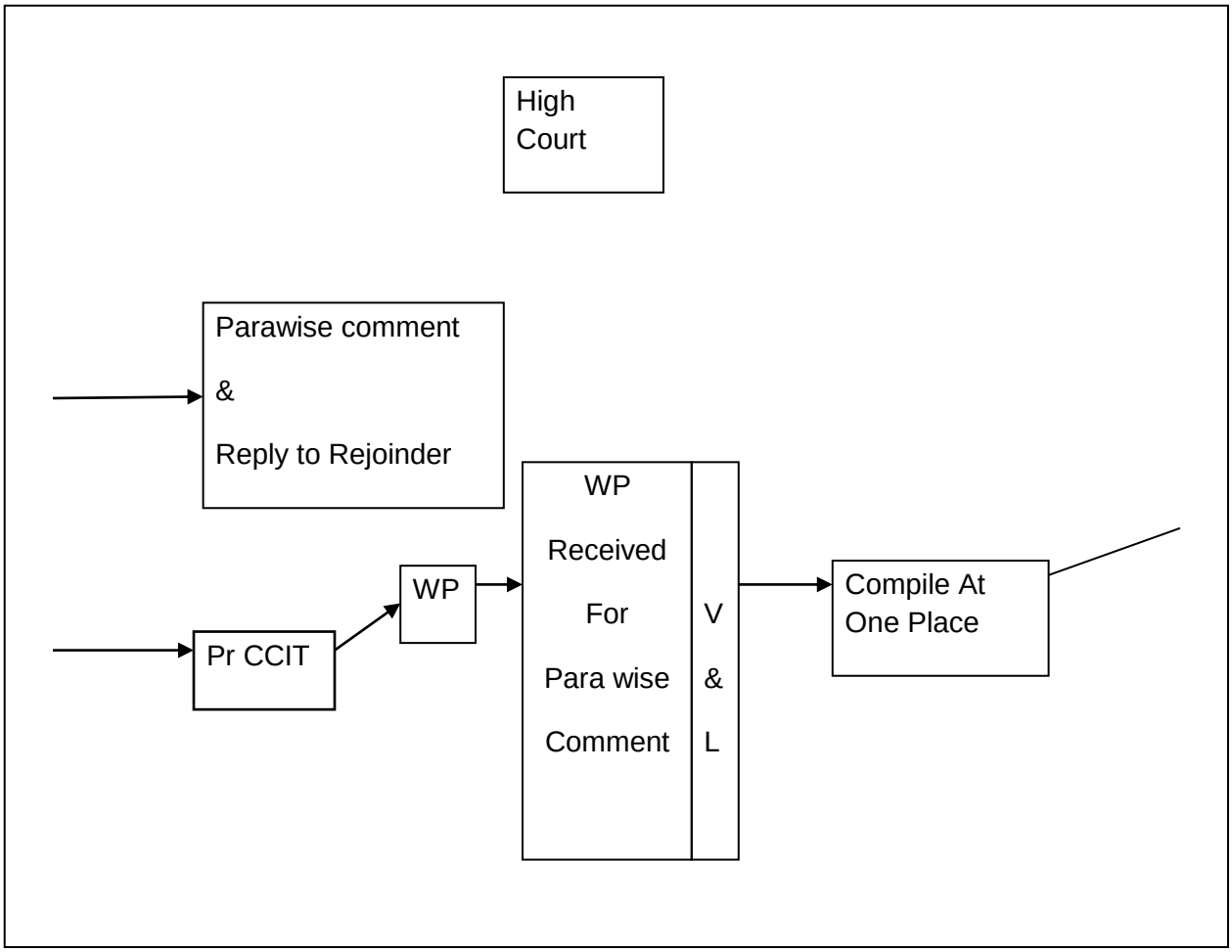
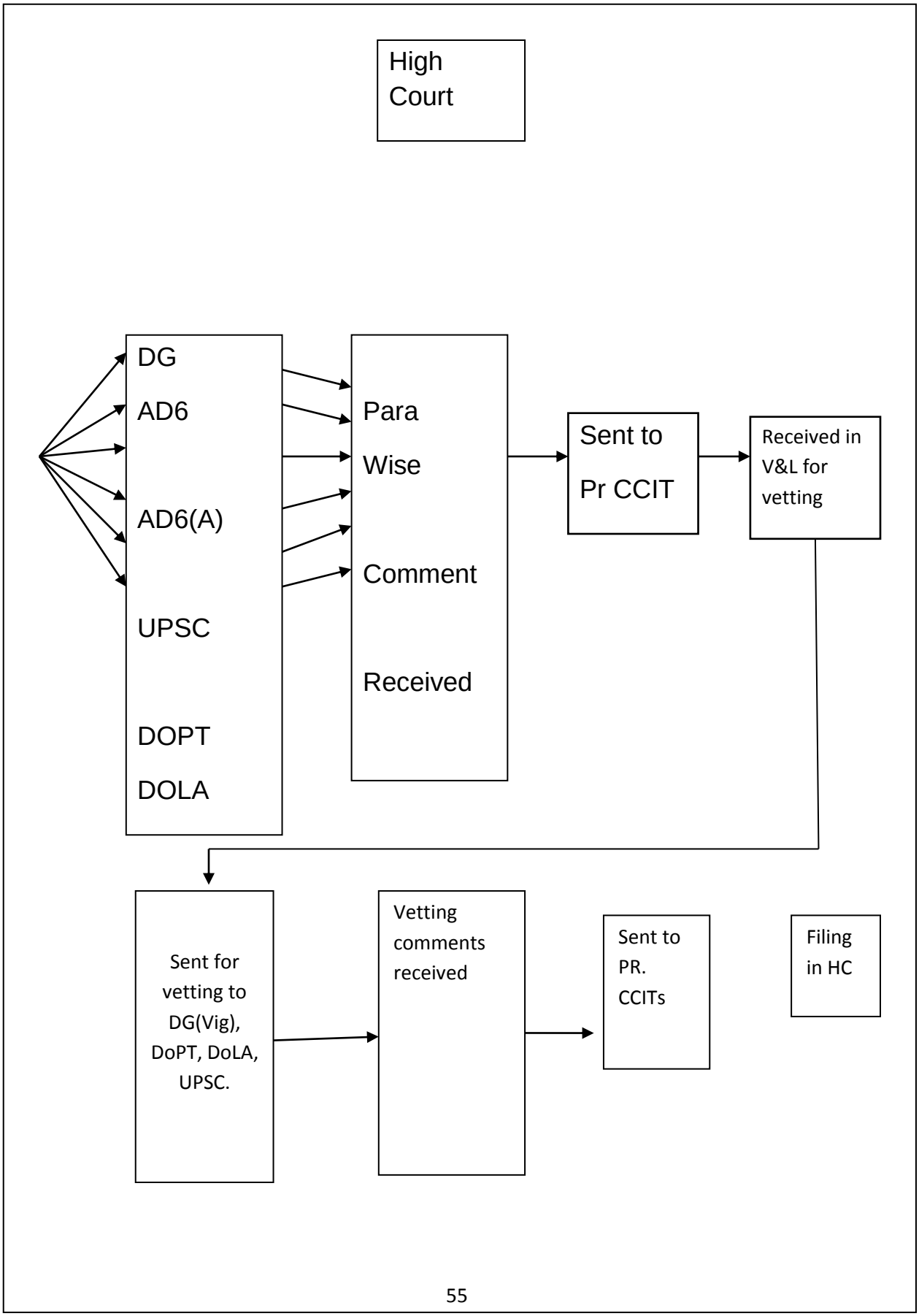
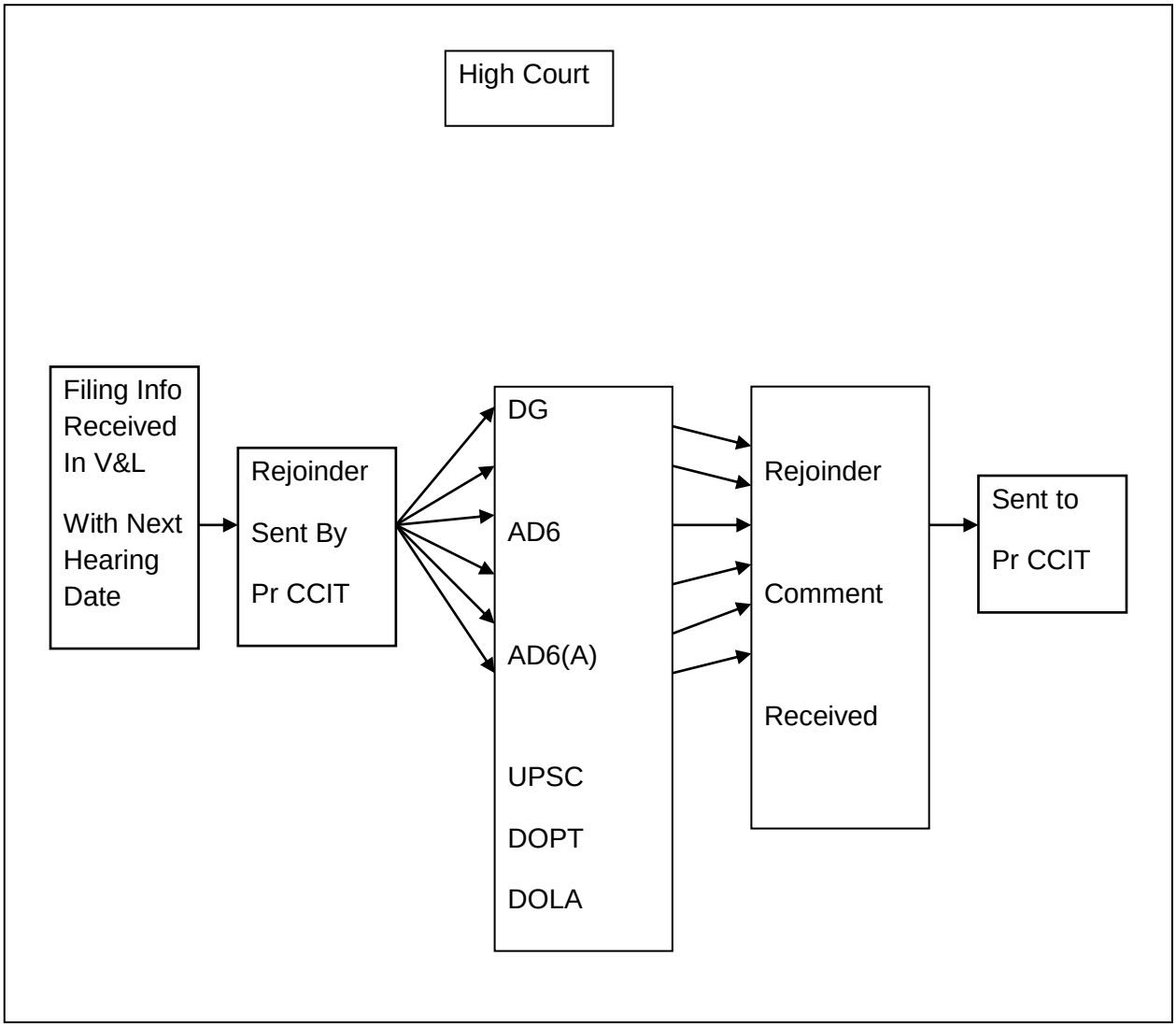
Caveat To be
In V & L favour
In Other Party favour
Send to Pr CCIT
Mark Caveat details
Close
NO
WP filed by charge d officer
WP filed by the department


High Court
Parawise comment & Reply to Rejoinder
WP
Pr CCIT
WP Received For Para wise Comment
V & L
Compile At One Place


High Court
DG
AD6
AD6(A)
UPSC
DOPT
DOLA
Para Wise
Comment
Received
Sent to Pr CCIT
Received in V&L for vetting
Sent for vetting to DG(Vig), DoPT, DoLA, UPSC.
Vetting comments received
Sent to PR. CCITs
Filing in HC


High Court
Filing Info Received In V&L
With Next Hearing Date
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DG
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AD6(A)
UPSC
DOPT
DOLA
Rejoinder
Comment
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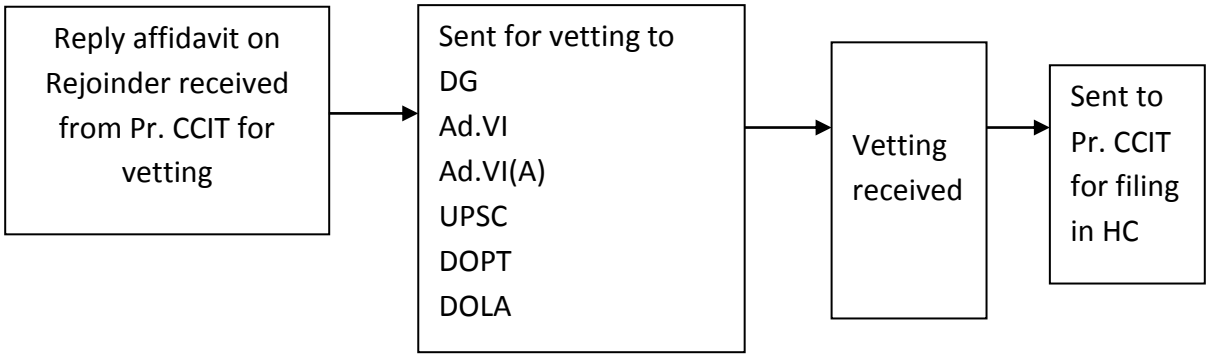
Sent to Pr CCIT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Ad.VI
Ad.VI(A)
UPSC
DOPT
DOLA
Vetting received
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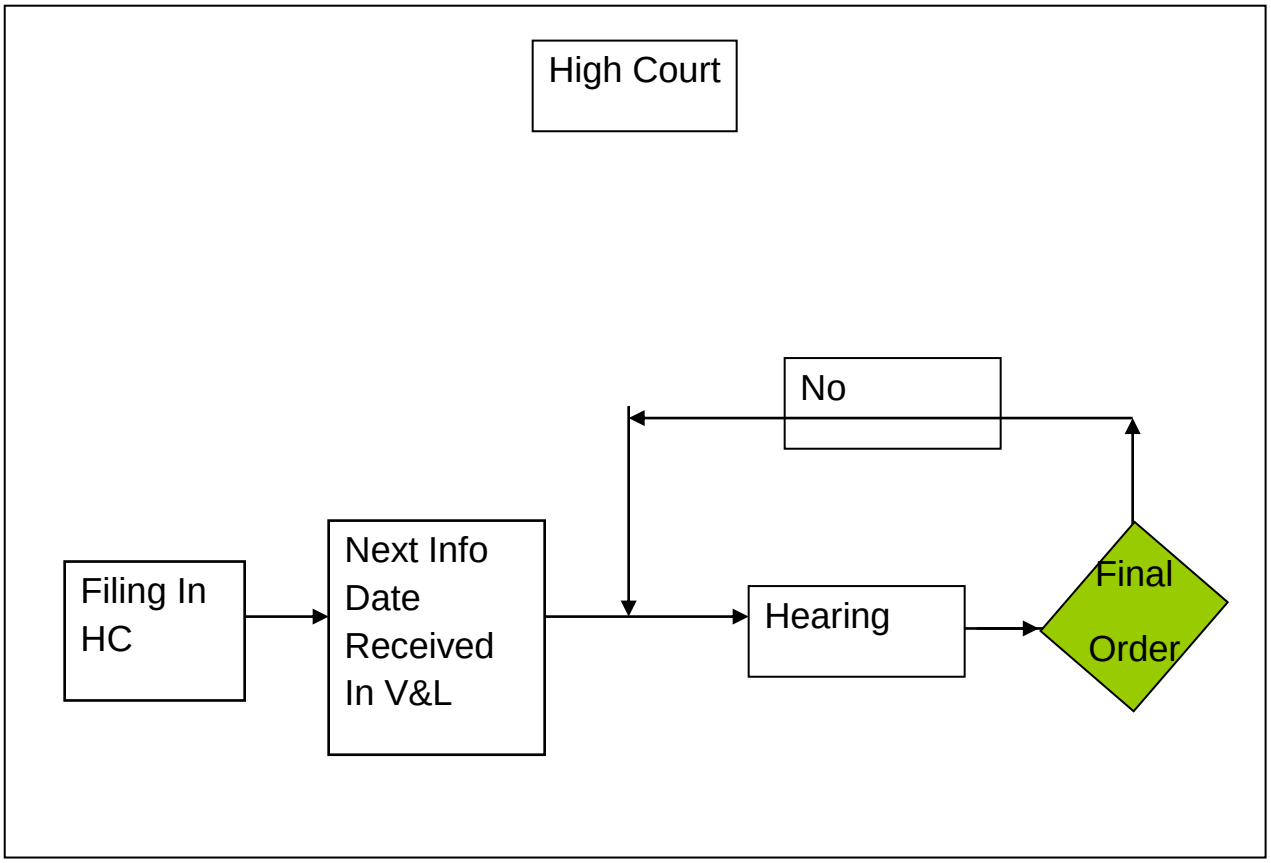
High Court
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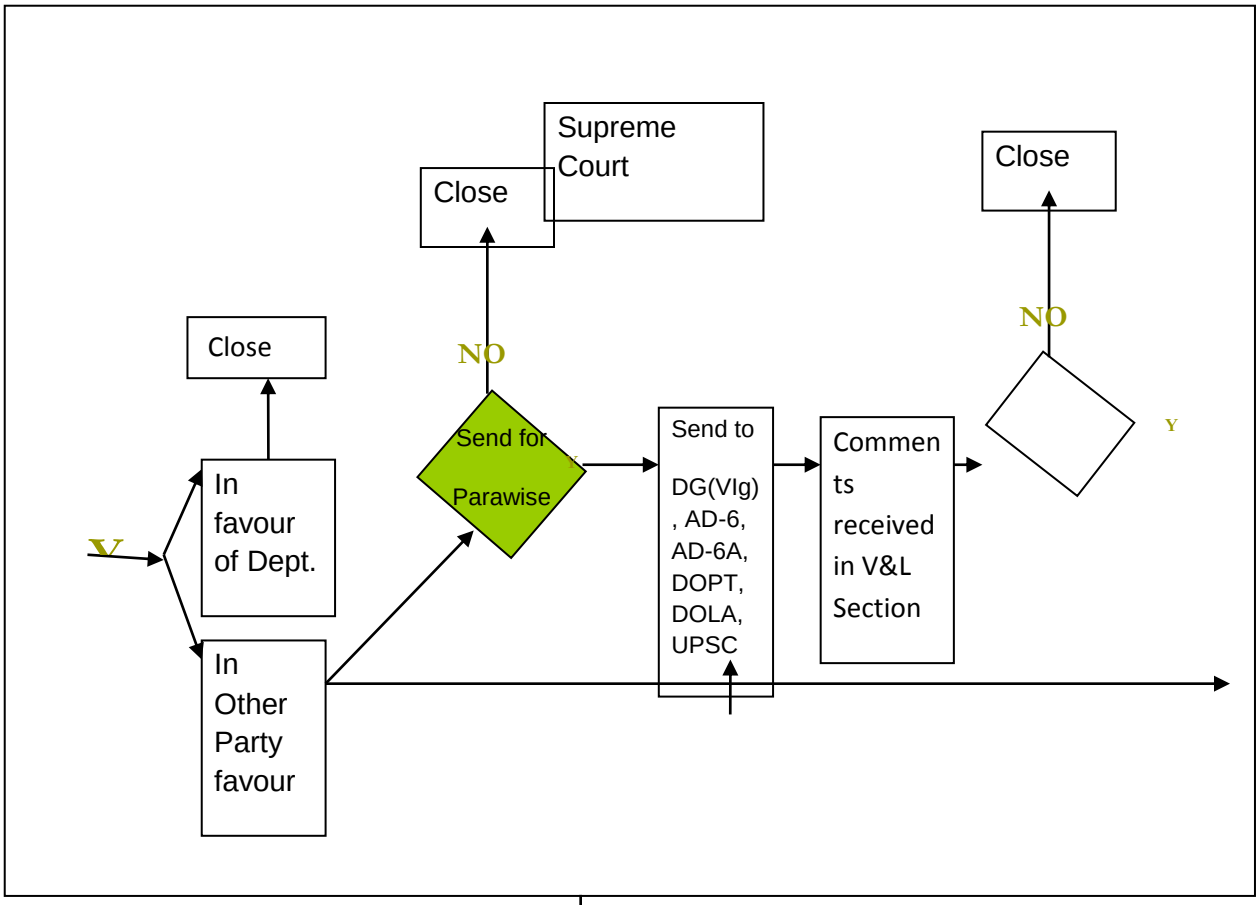
Filing In HC
Next Info Date Received In V&L
Hearing
Final Order


Supreme Court
Close
Close
NO
Close
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Send for Parawise
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Comments received in V&L Section
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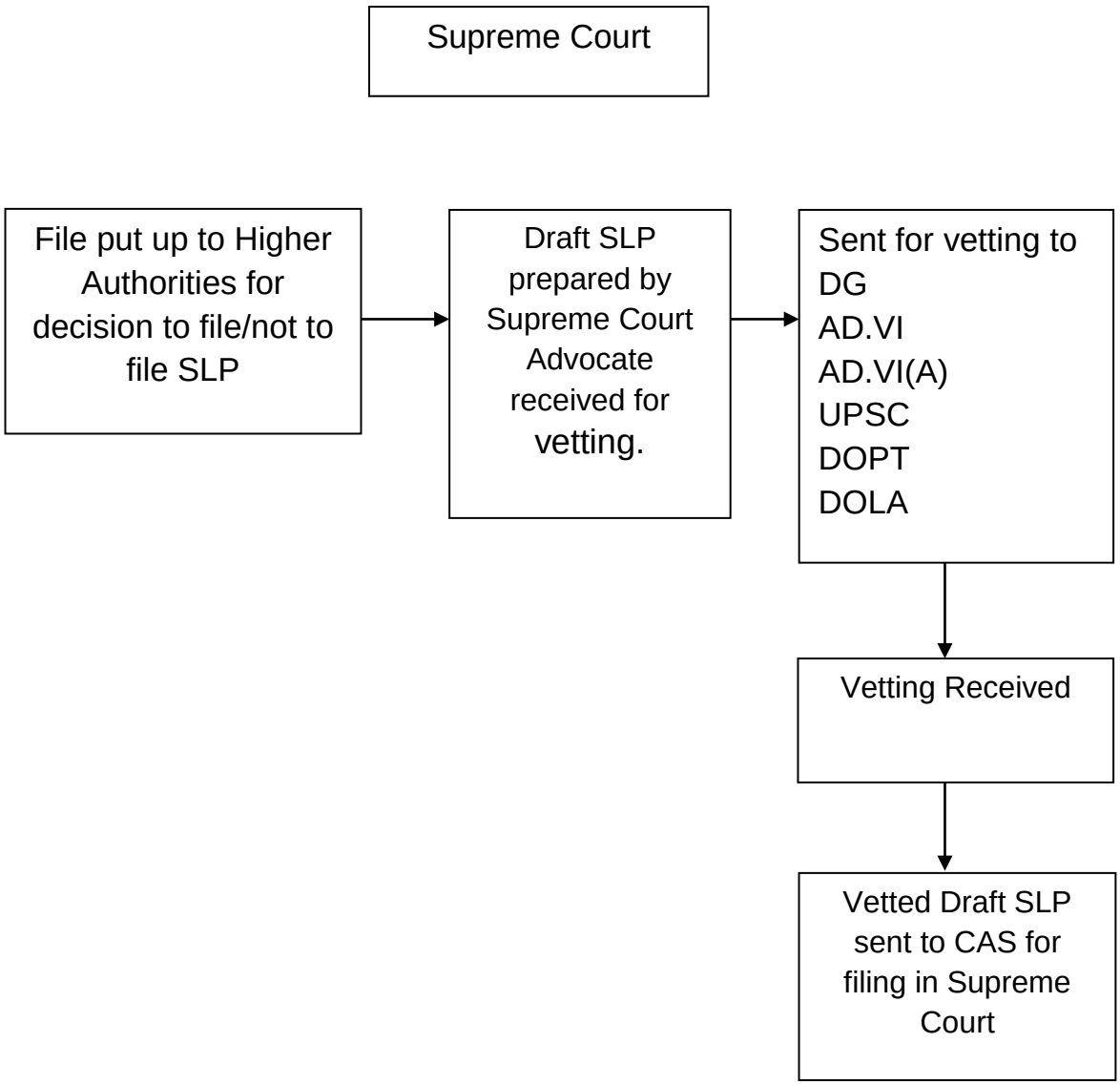
In favour of Dept.
In Other Party favour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Draft SLP prepared by Supreme Court Advocate received for vetting.
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AD.VI
AD.VI(A)
UPSC
DOPT
DOLA
Vetting Received
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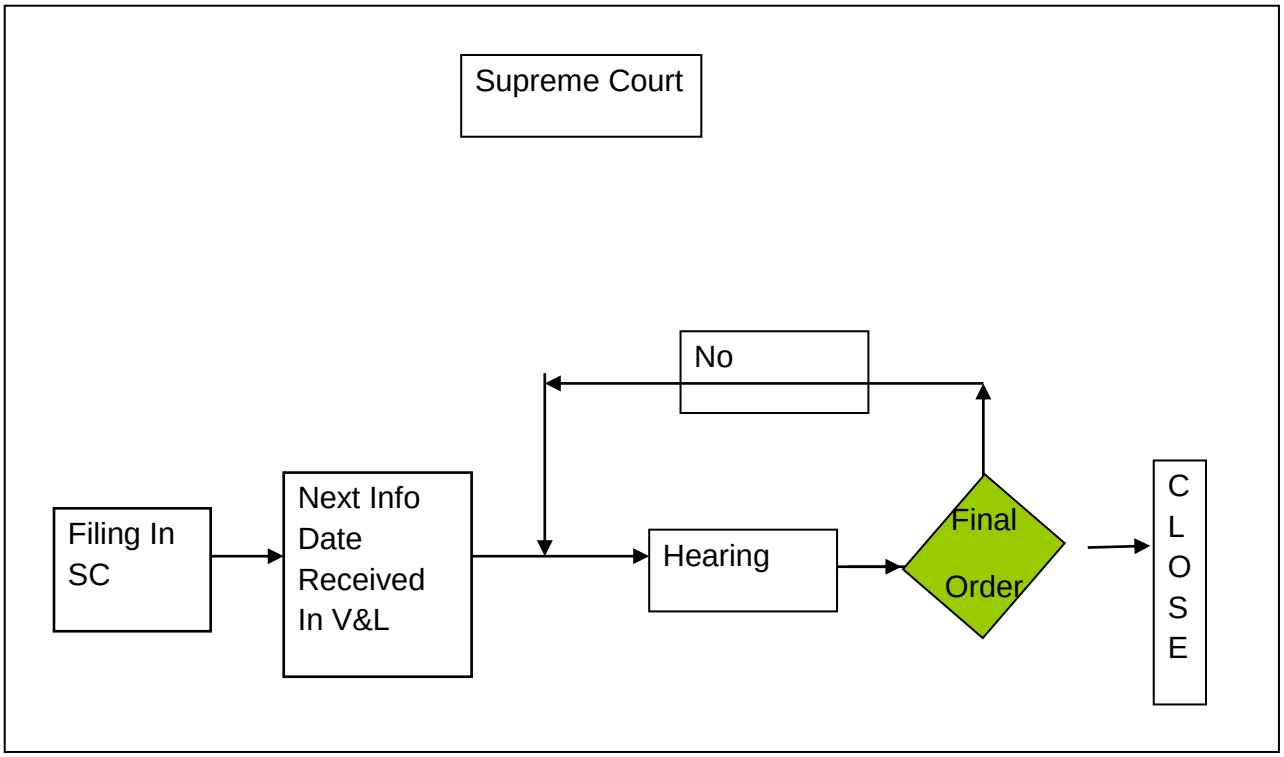
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Hearing
Final Order
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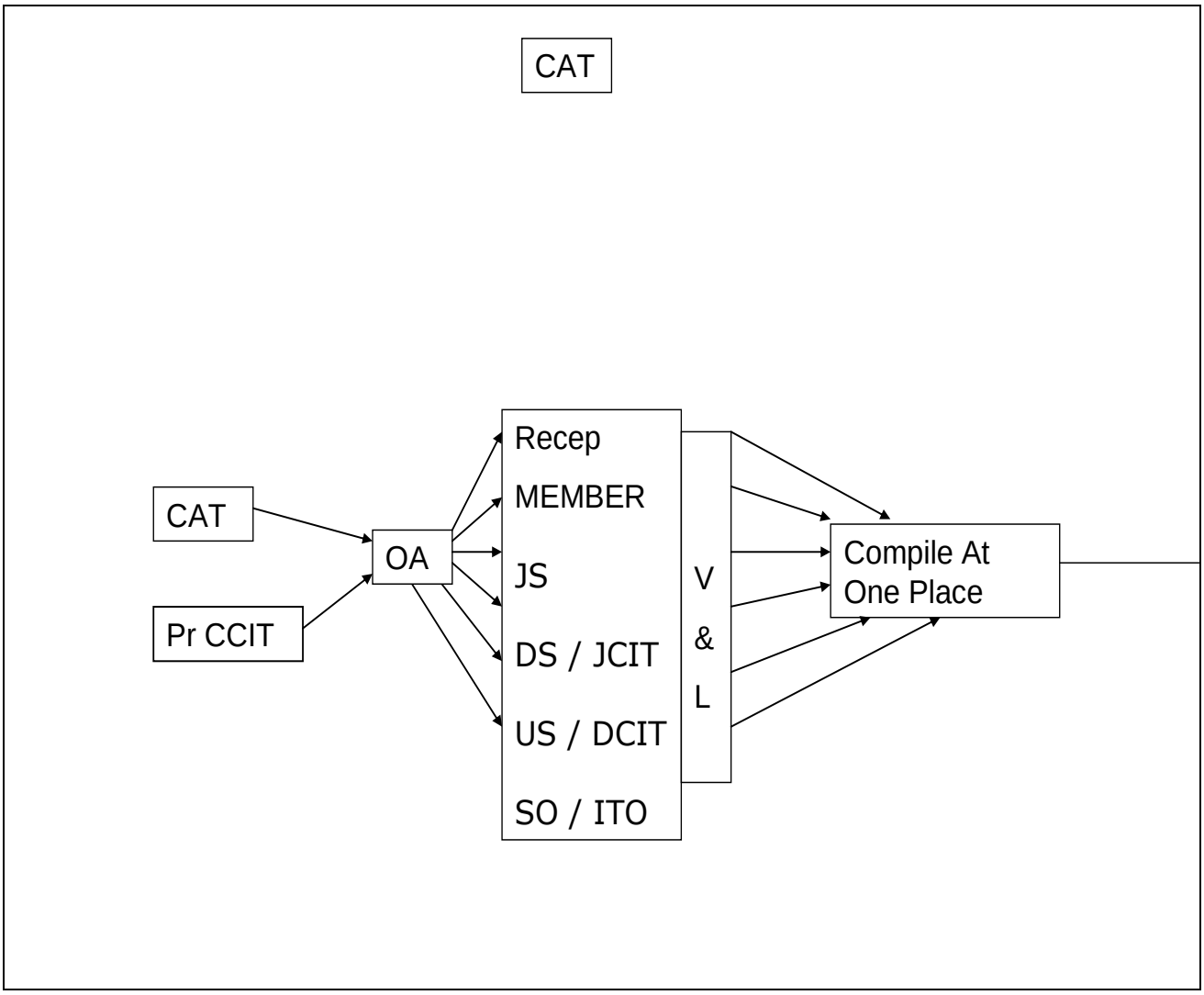
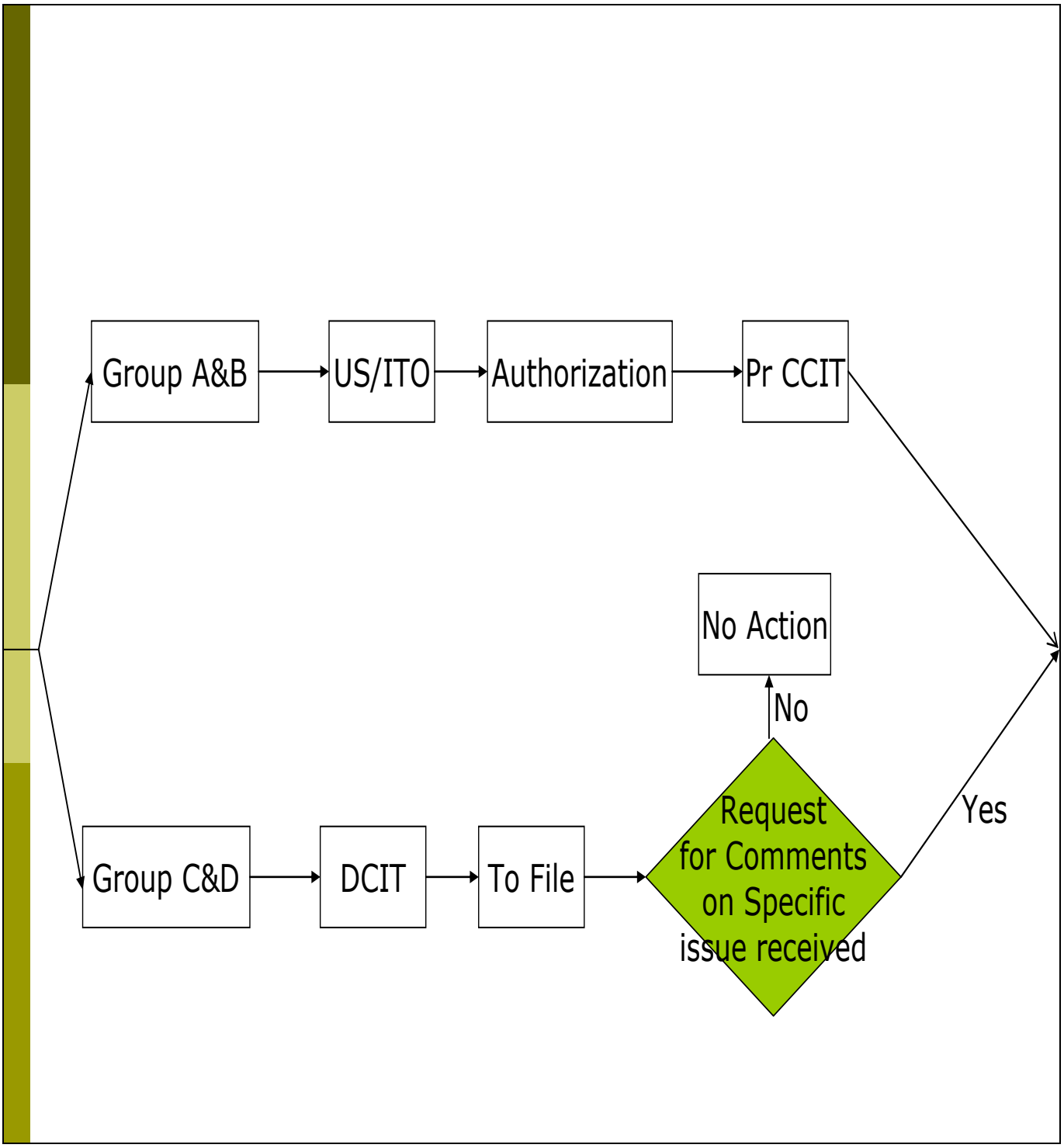
PARA B-2 (Annexure – III)

FLOW CHART OF WORK PROCESSES FOR SERVICE LITIGATION




Group A&B
US/ITO
Authorization
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Group C&D
DCIT
To File
Request for Comments on Specific issue received
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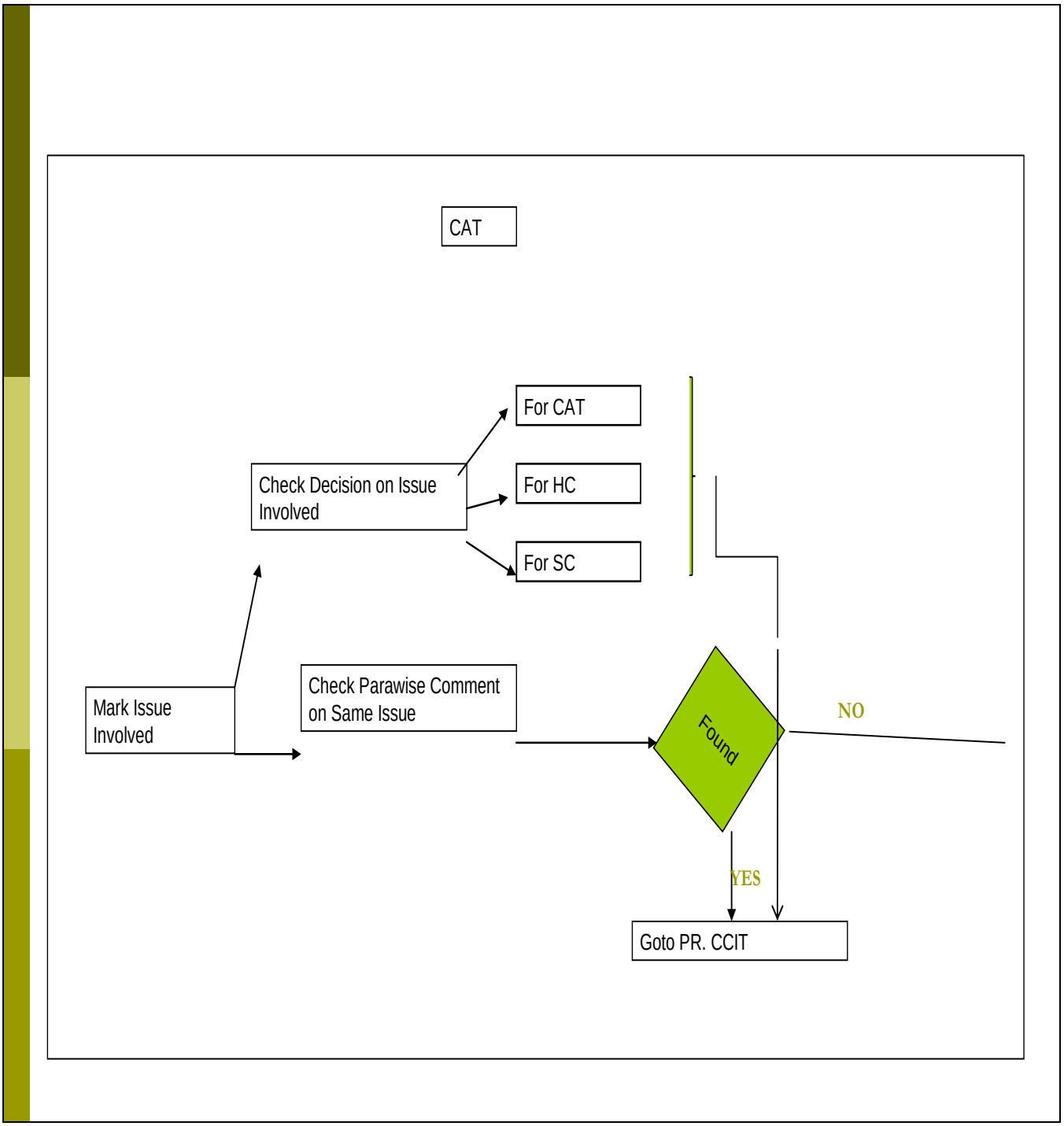
CAT
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For HC
For SC
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Check Parawise Comment on Same Issue
Found
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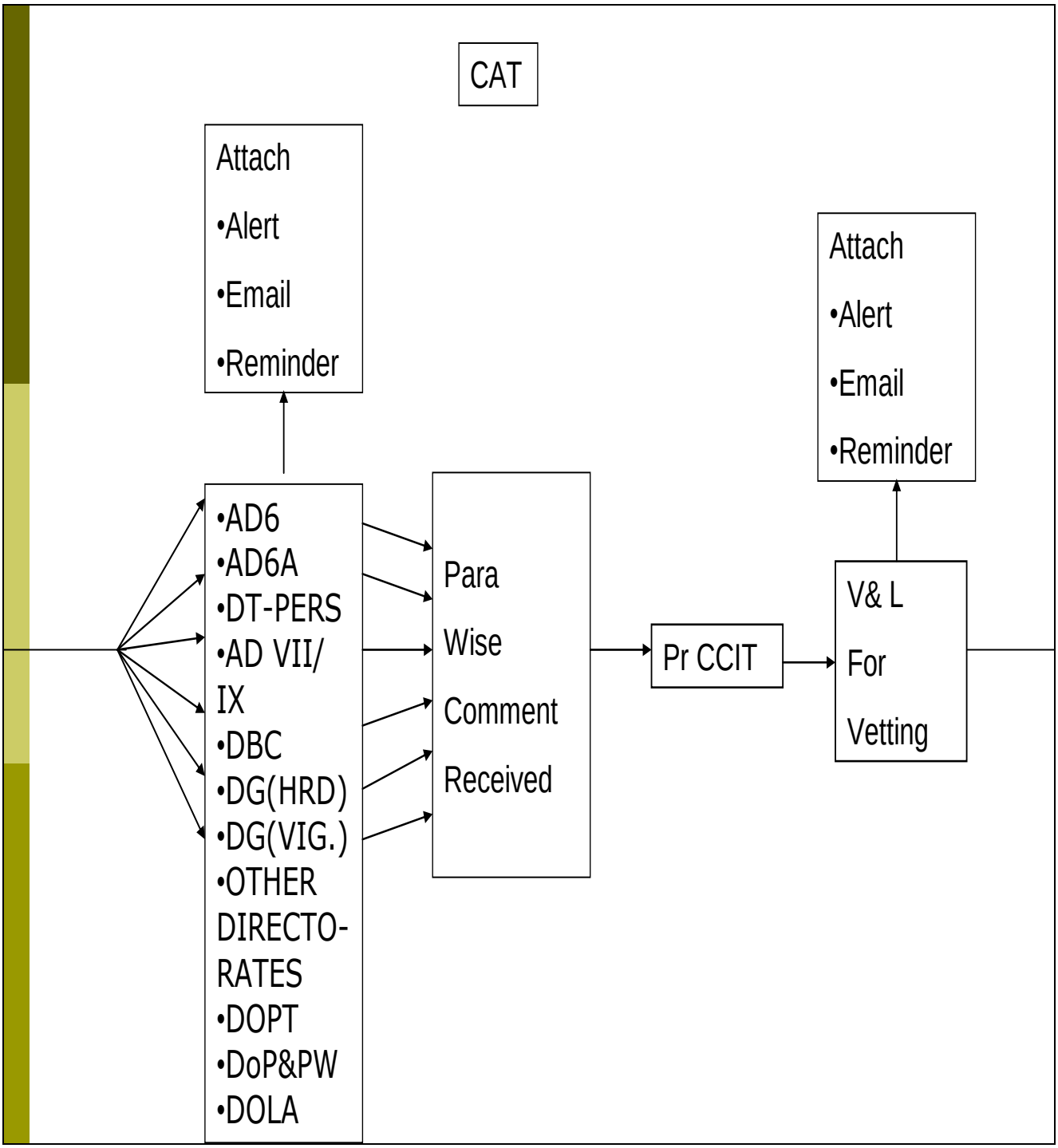
YES
Goto PR. CCIT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•Reminder
Attach
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•Email
•Reminder
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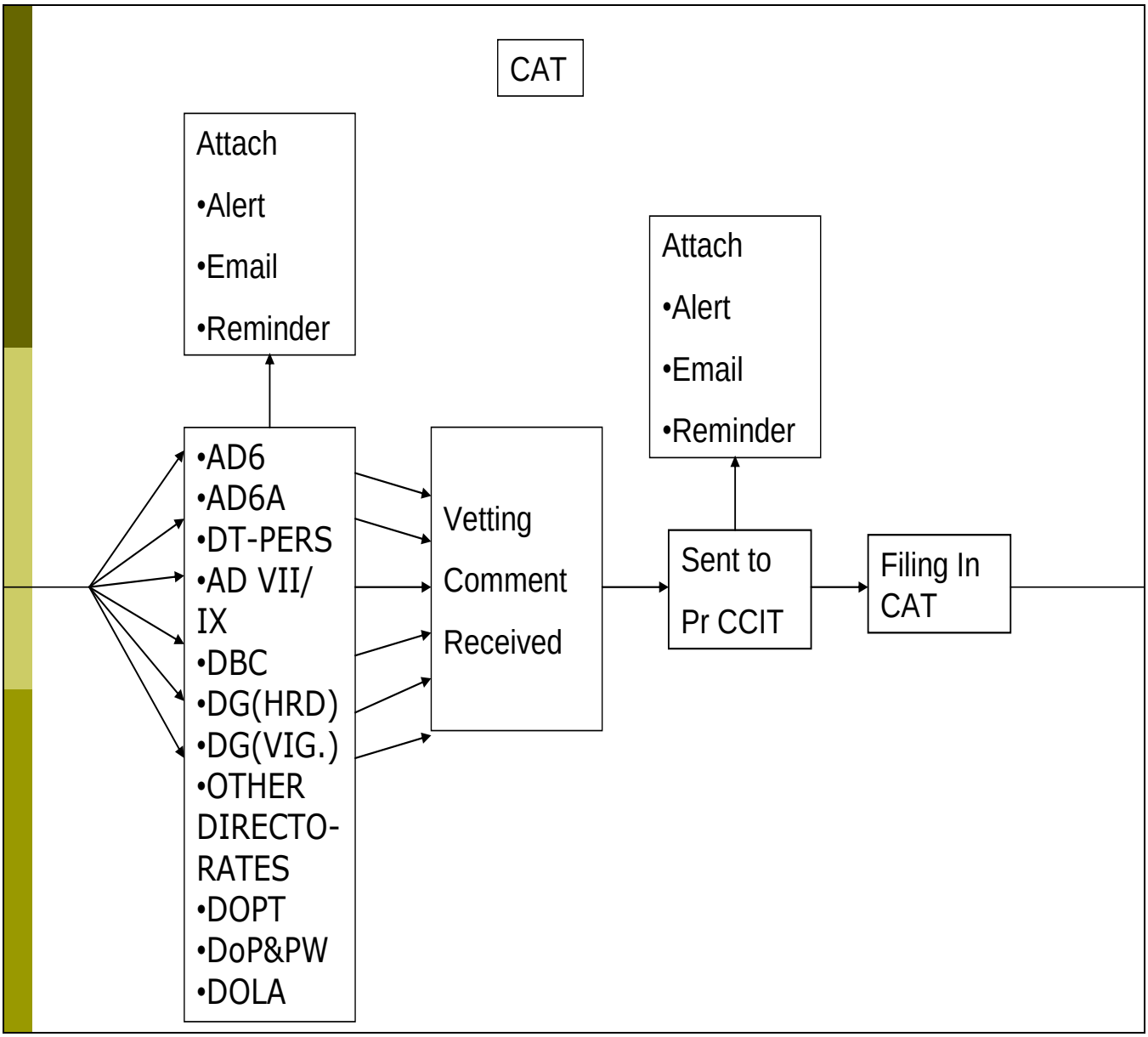
•AD6A
•DT-PERS
•AD VII/ IX
•DBC
•DG(HRD)
•DG(VIG.)
•OTHER DIRECTO-RATES
•DOPT
•DoP&PW
•DOLA
Para Wise Comment Received
Pr CCIT
V& L For Vetting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Attach
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•AD6
•AD6A
•DT-PERS
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•DBC
•DG(HRD)
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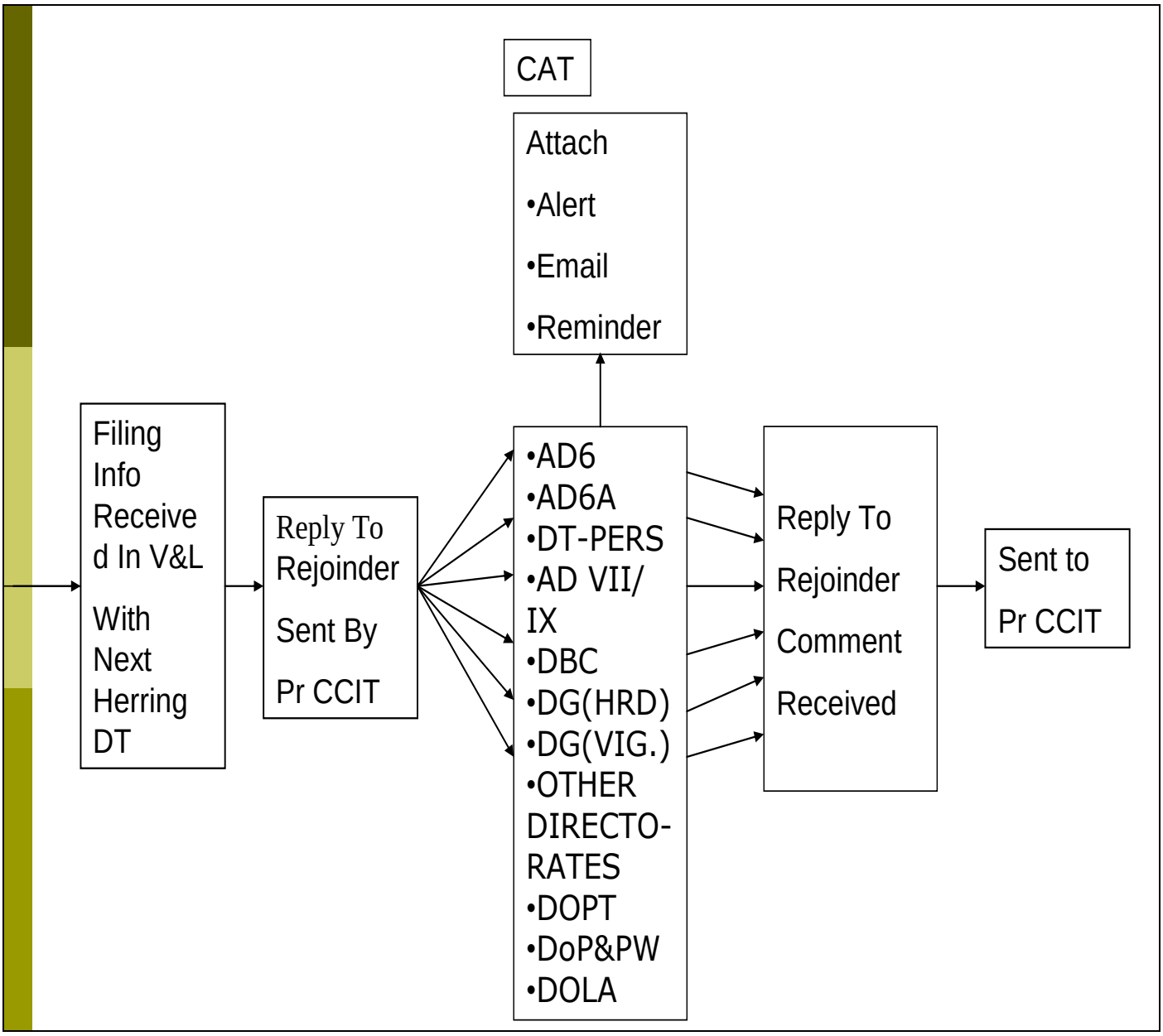
•DOLA
Vetting Comment Received
Sent to Pr CCIT
Filing In CAT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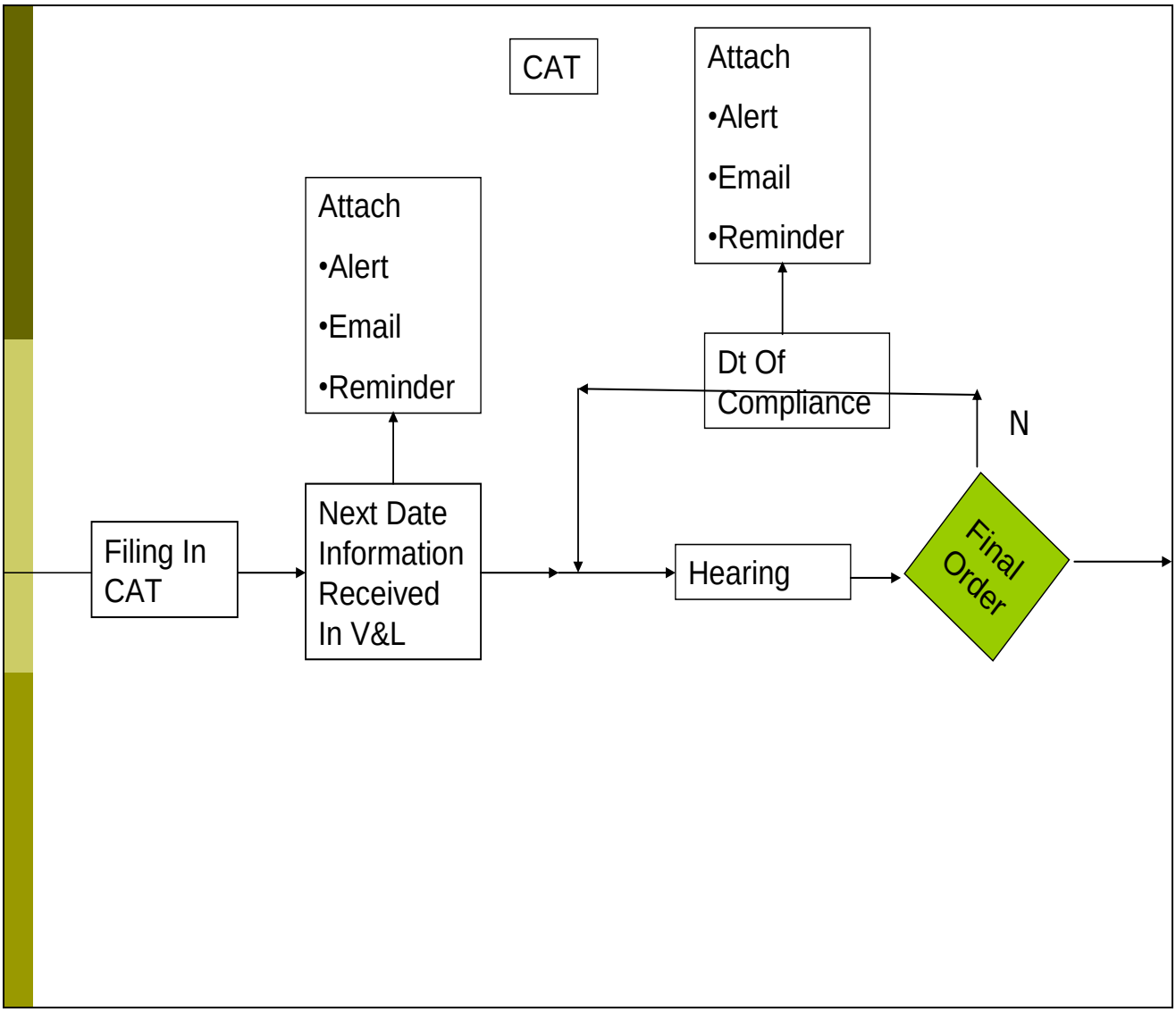
Filing Info Received In V&L
With Next Herring DT
Reply To Rejoinder Sent By Pr CCIT
•AD6
•AD6A
•DT-PERS
•AD VII/ IX
•DBC
•DG(HRD)
•DG(VIG.)
•OTHER DIRECTO-RATES
•DOPT
•DoP&PW
•DOLA
Reply To Rejoinder Comment Received
Sent to Pr CCIT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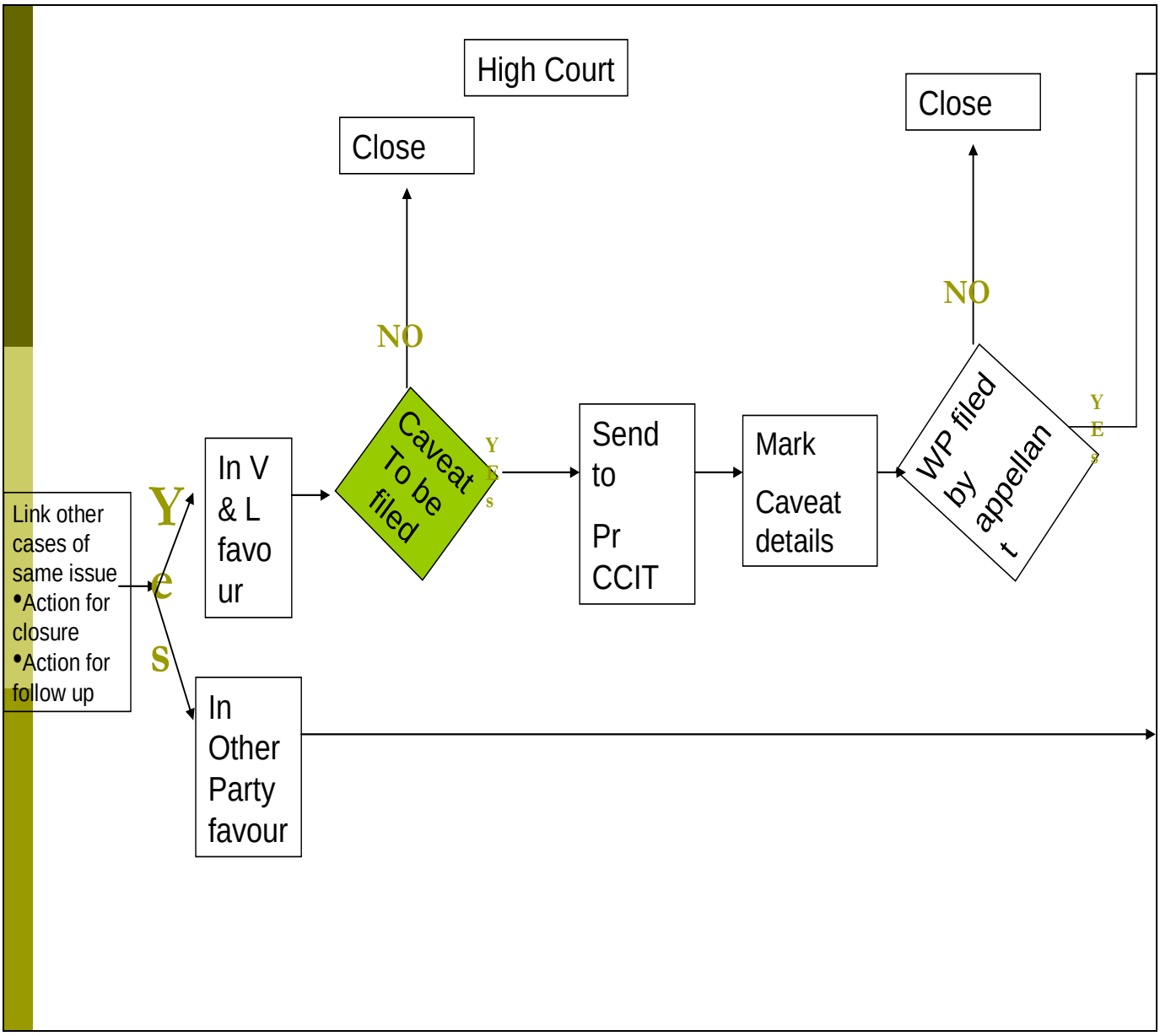
Filing In CAT
Next Date Information Received In V&L
Hearing
Final Order


High Court
Close
Close
NO
NO
Caveat To be filed
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WP filed by appellant
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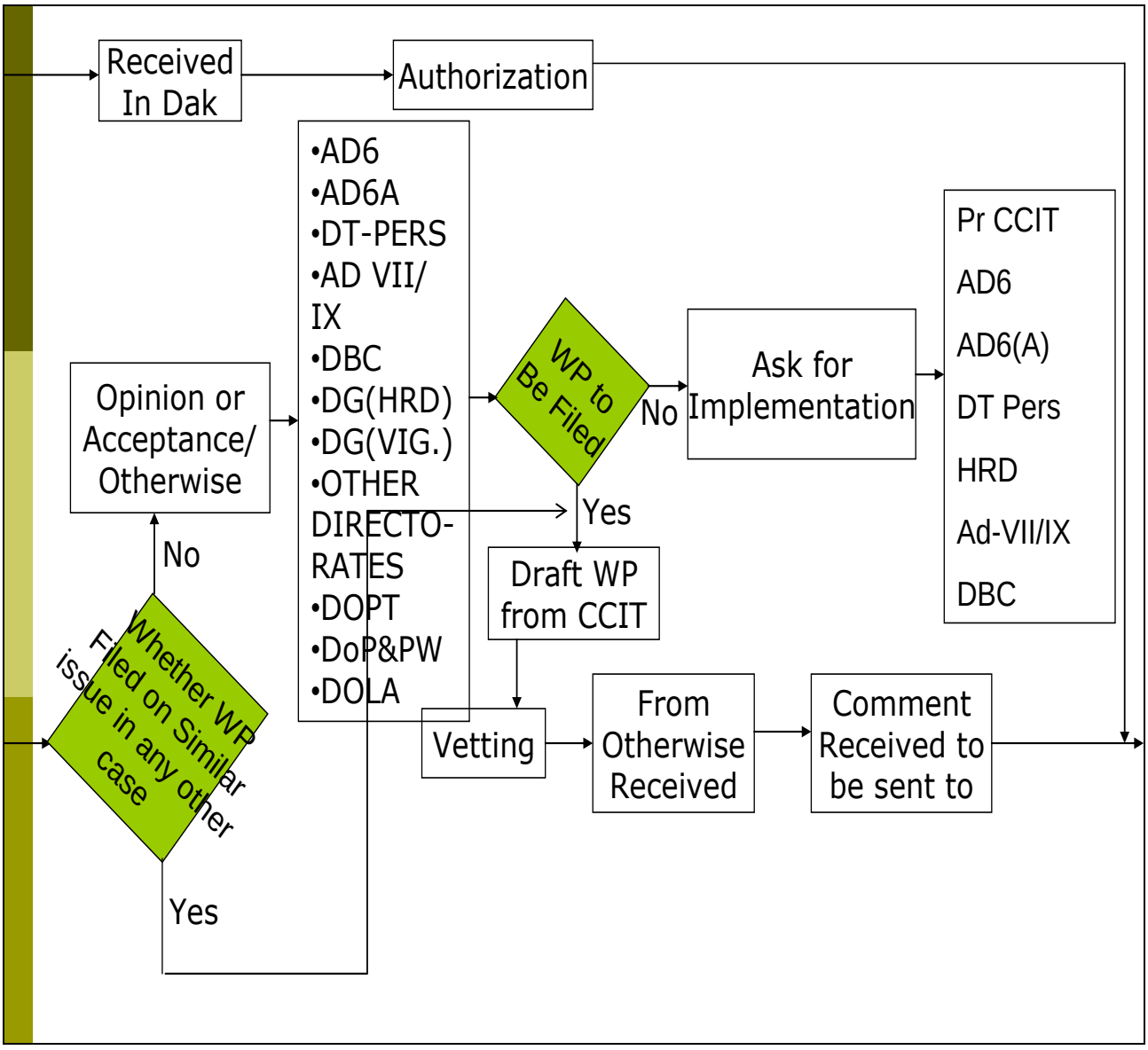
Mark Caveat details
In V & L favour
Yes
Link other cases of same issue
•Action for closure
•Action for follow up
In Other Party favour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•DG(VIG.)
•OTHER DIRECTO-RATES
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•DoP&PW
•DOLA
WP to Be Filed
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Pr CCIT
AD6
AD6(A)
DT Pers
HRD
Ad-VII/IX
DBC
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Opinion or Acceptance/ Otherwise
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Whether WP Filed on Similar issue in any other case
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From Otherwise Received
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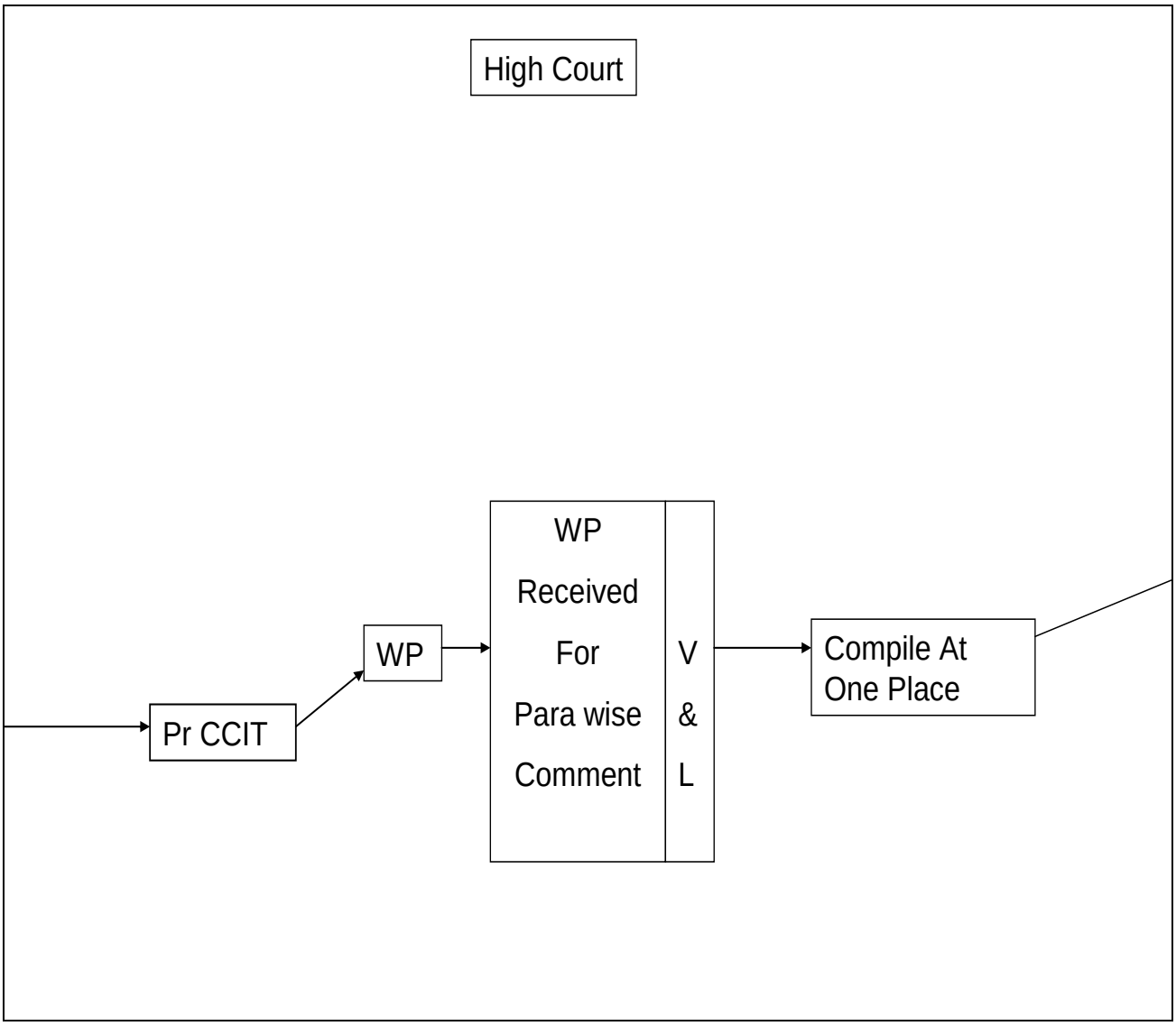
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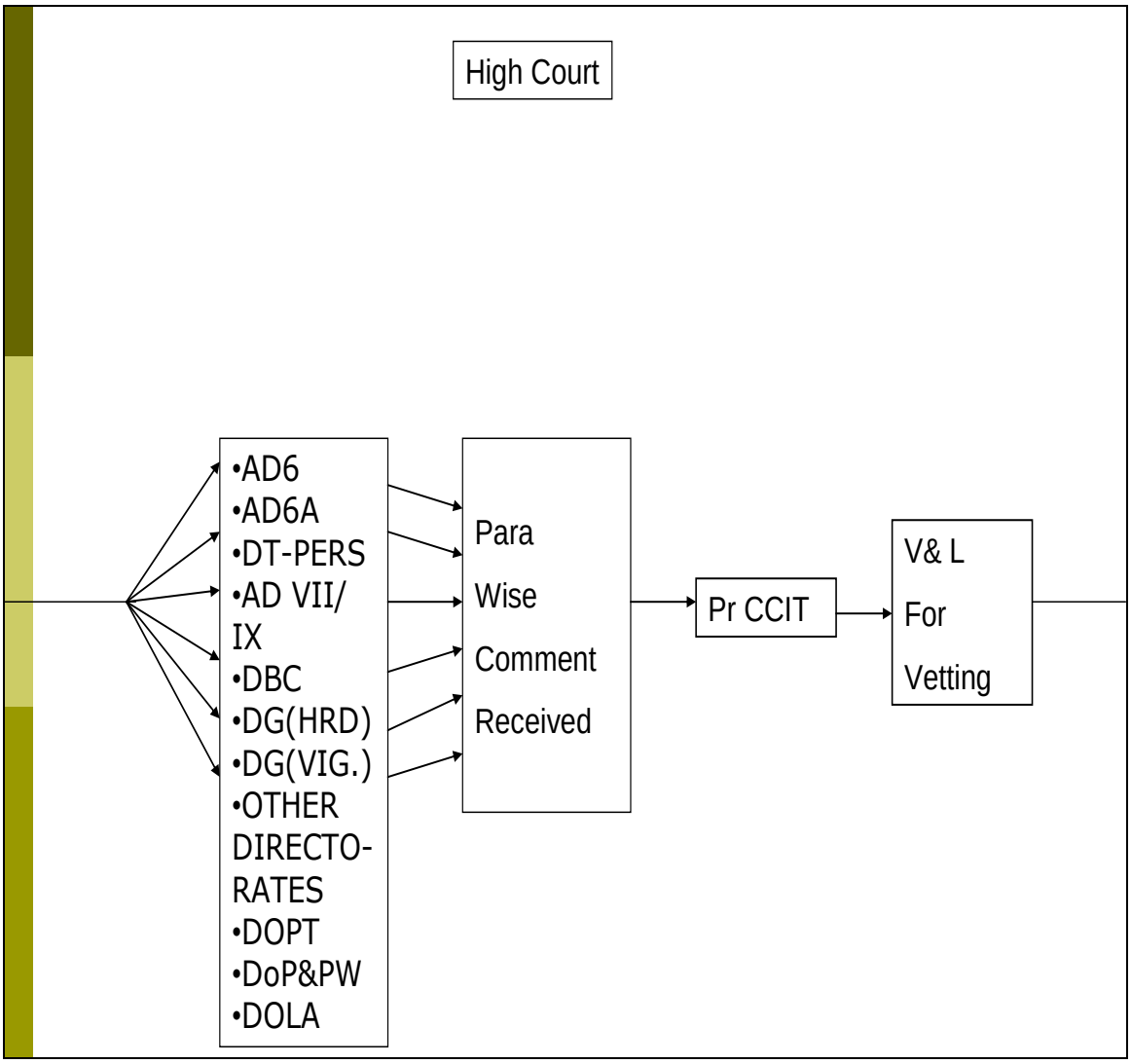
Pr CCIT
WP
WP Received For Para wise Comment
V & L
Compile At One Place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•DoP&PW
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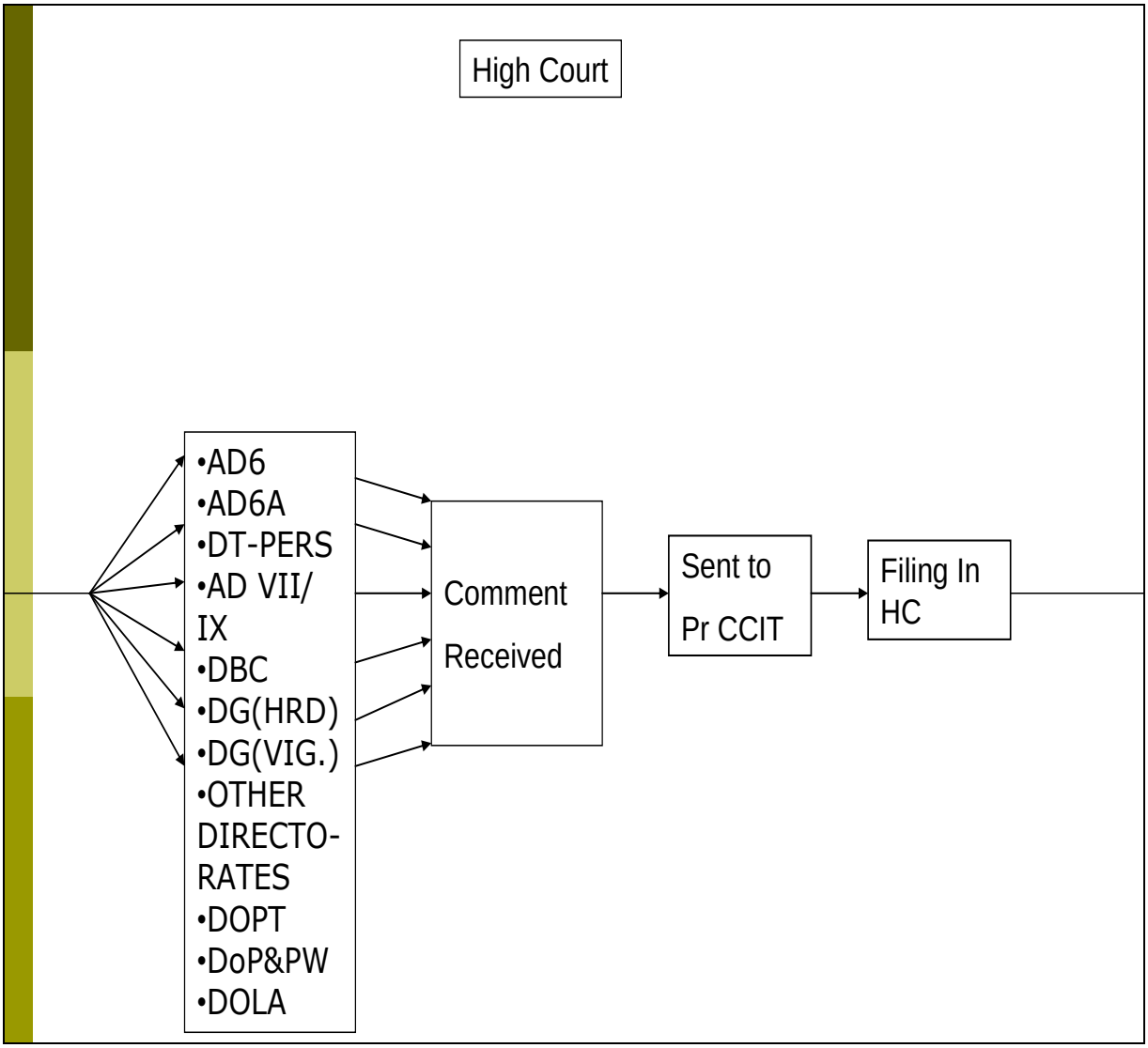
Para Wise Comment Received
Pr CCIT
V& L For Vetting


High Court
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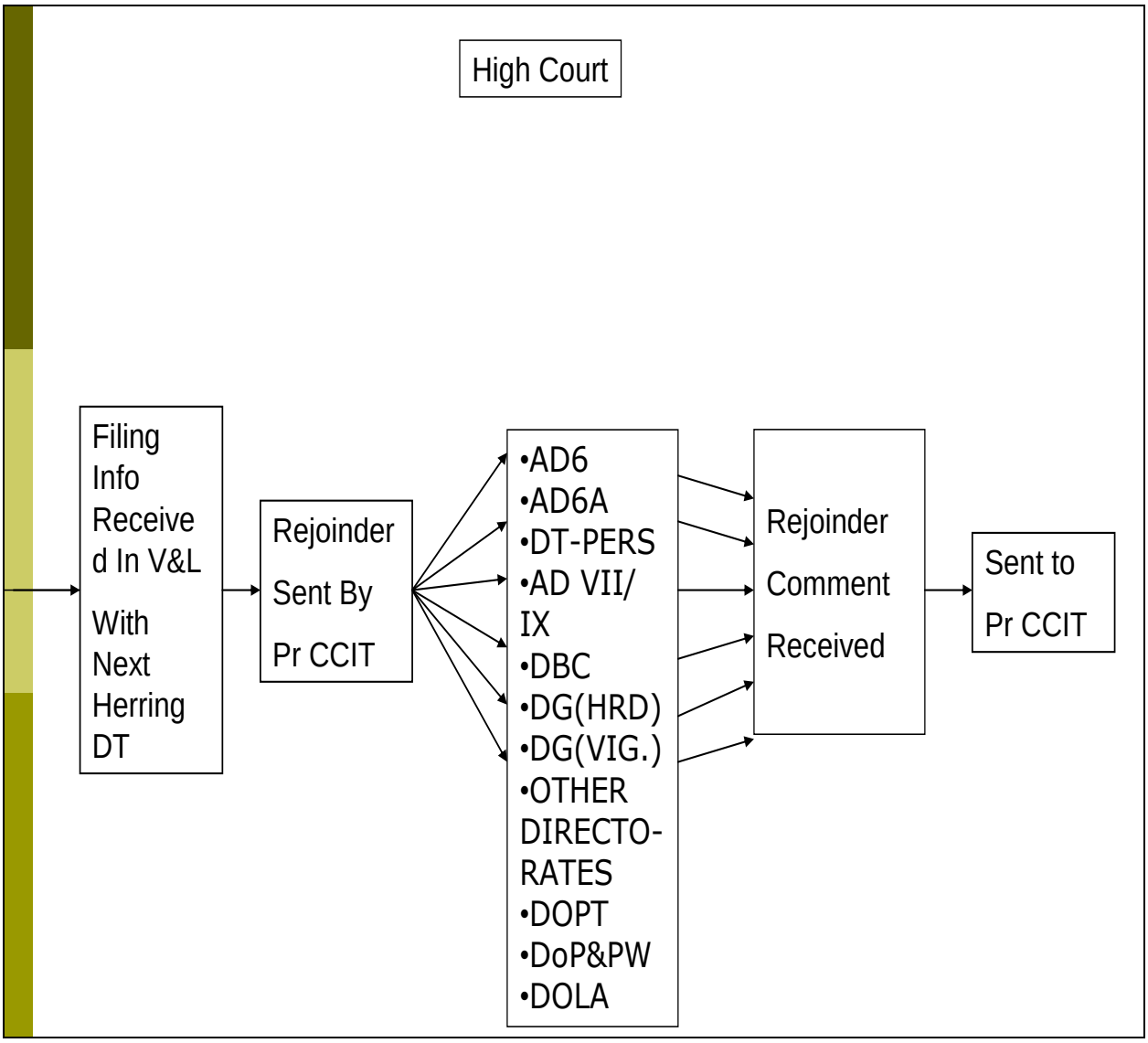
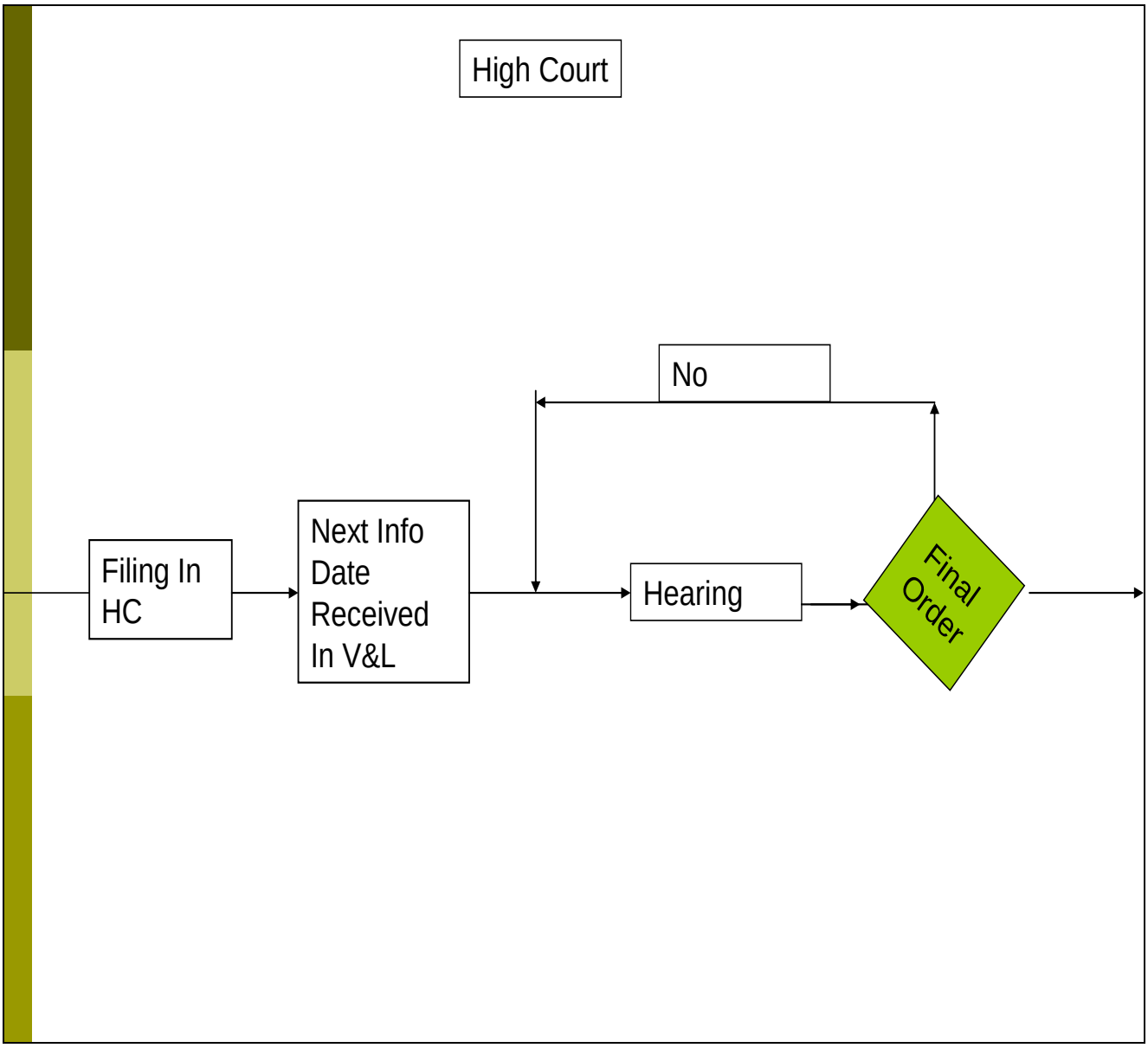
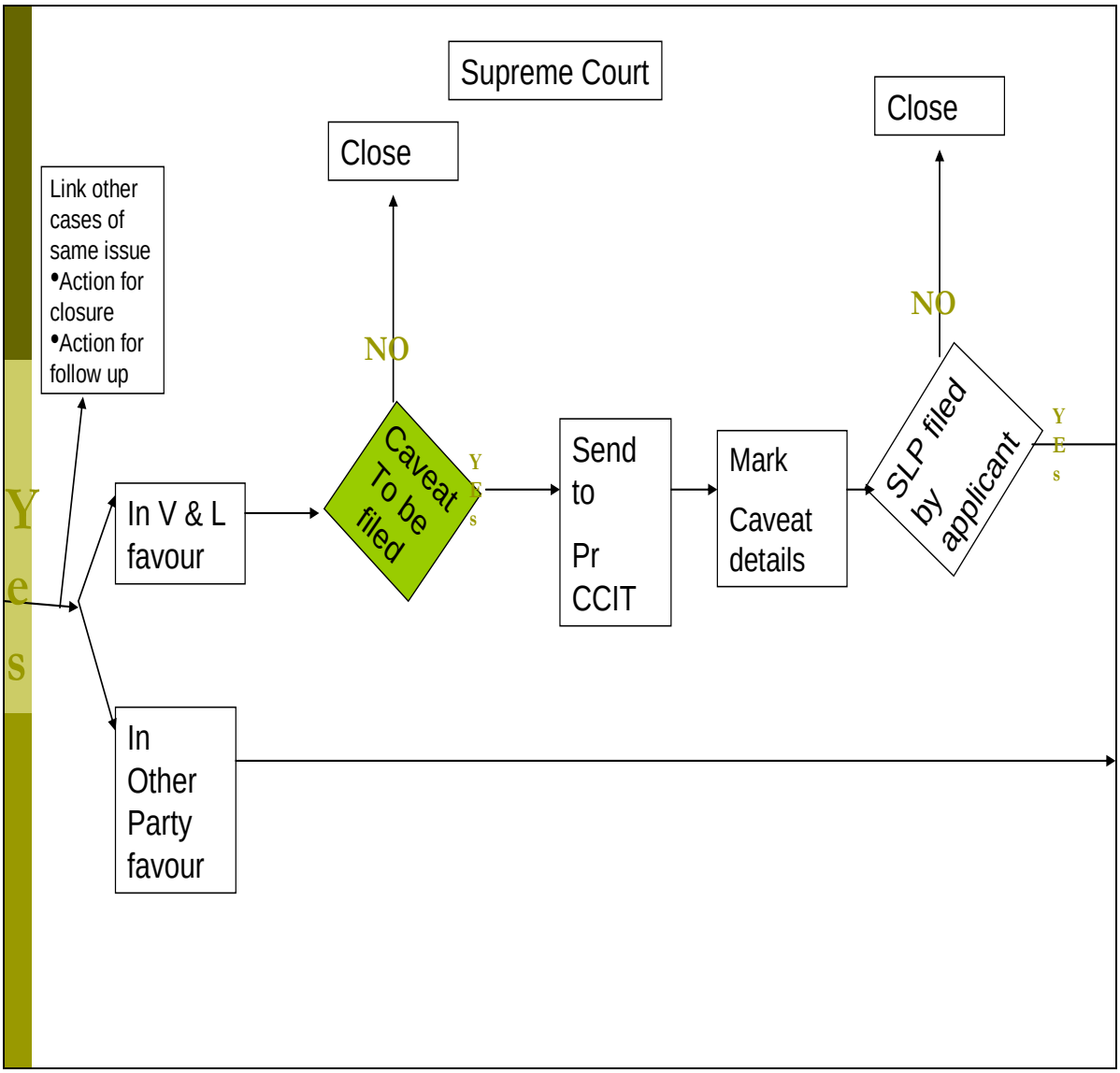
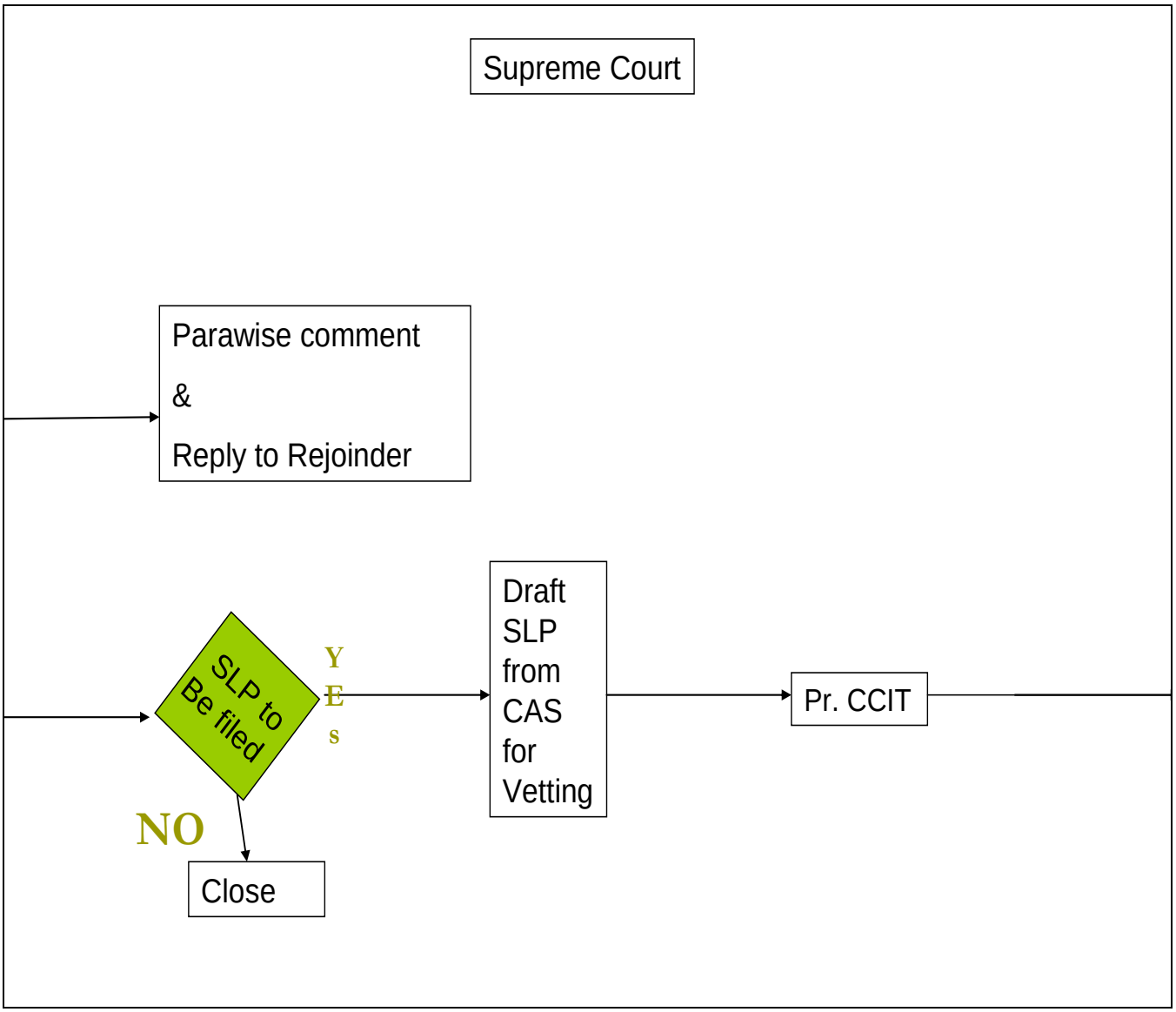
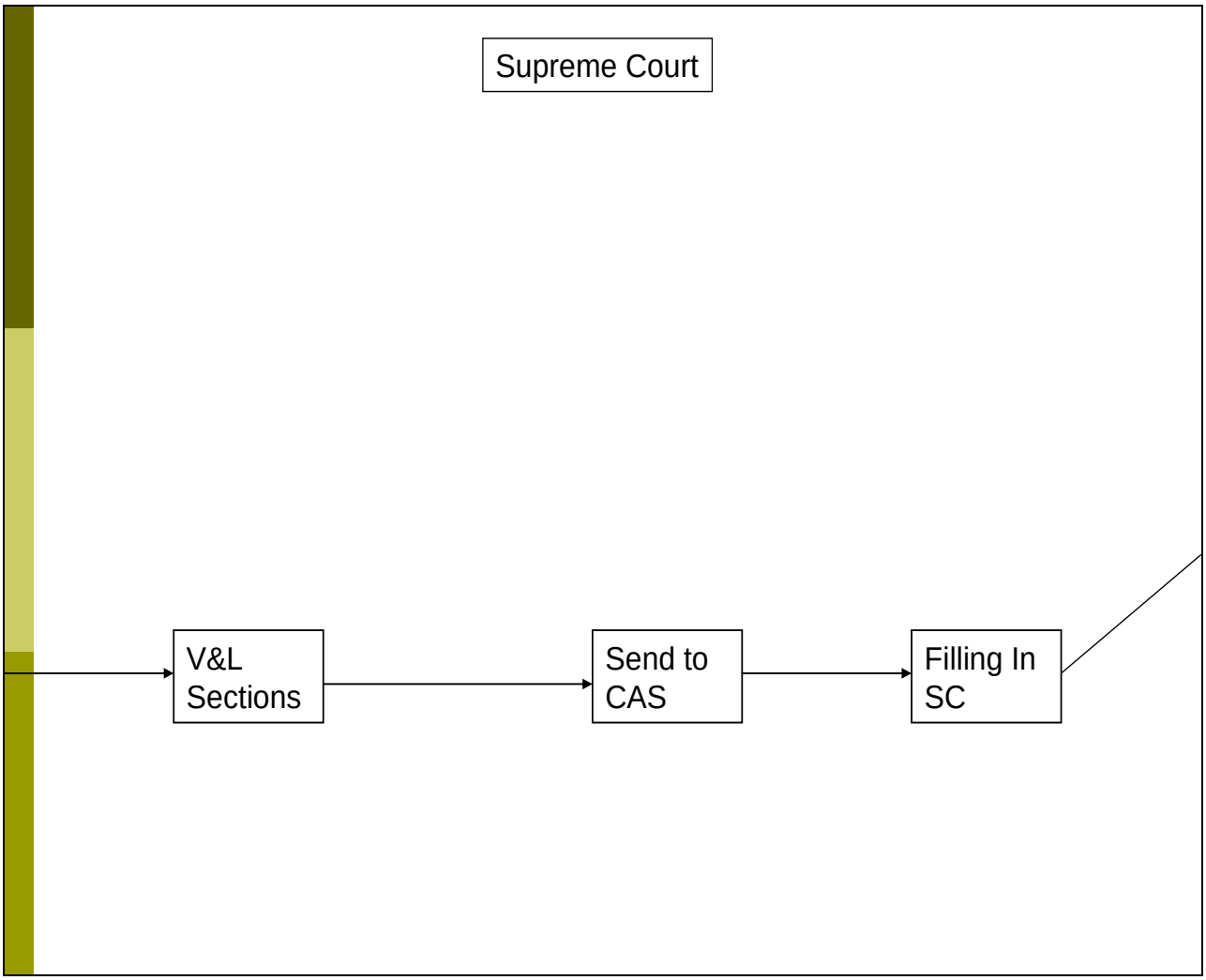
•AD6A
•DT-PERS
•AD VII/ IX
•DBC
•DG(HRD)
•DG(VIG.)
•OTHER DIRECTO-RATES
•DOPT
•DoP&PW
•DOLA
Comment Received
Sent to Pr CCIT
Filing In HC

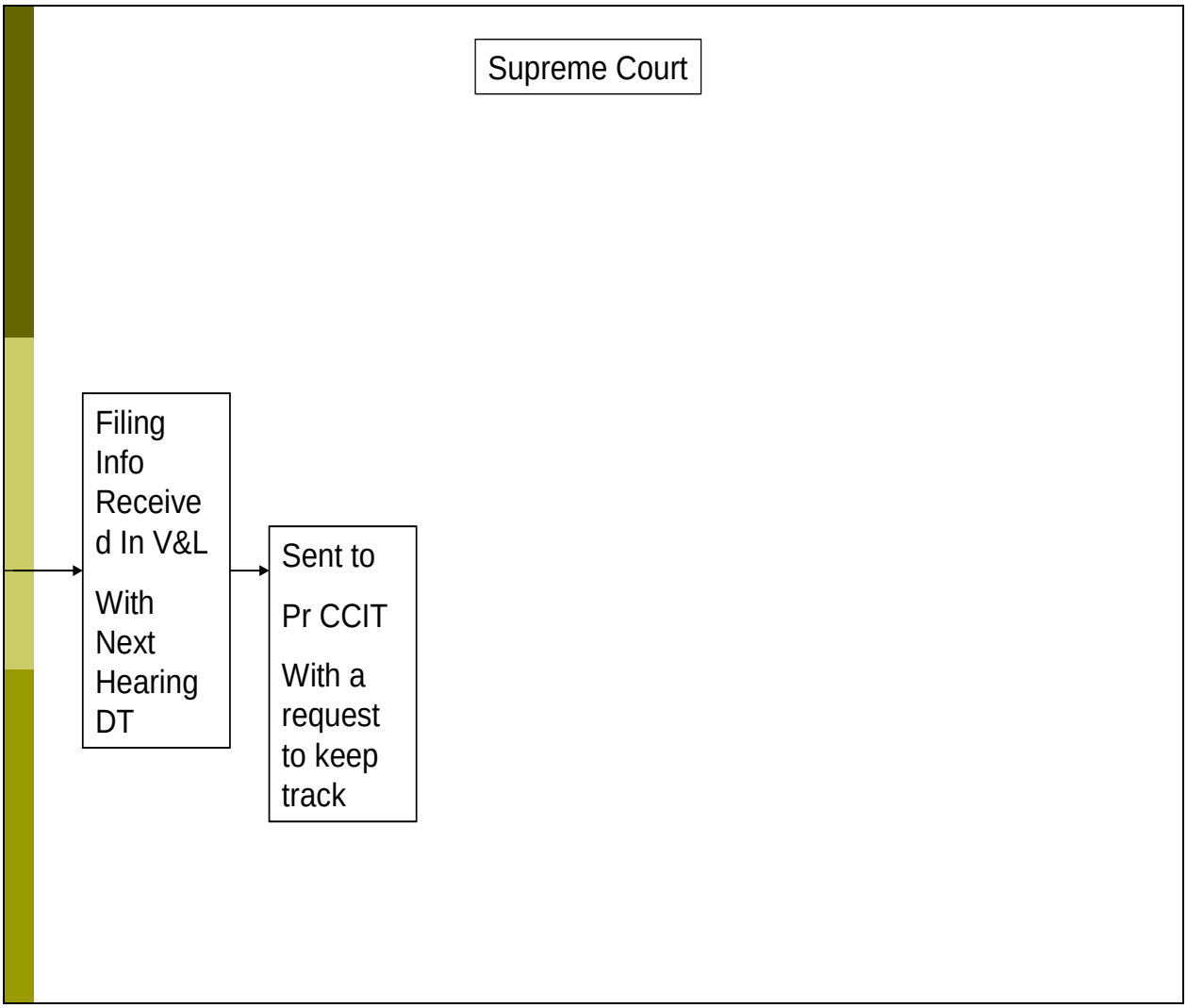

High Court
Filing Info Received In V&L With Next Herring DT
Rejoinder Sent By Pr CCIT
•AD6
•AD6A
•DT-PERS
•AD VII/ IX
•DBC
•DG(HRD)
•DG(VIG.)
•OTHER DIRECTO-RATES
•DOPT
•DoP&PW
•DOLA
Rejoinder Comment Received
Sent to Pr CCIT

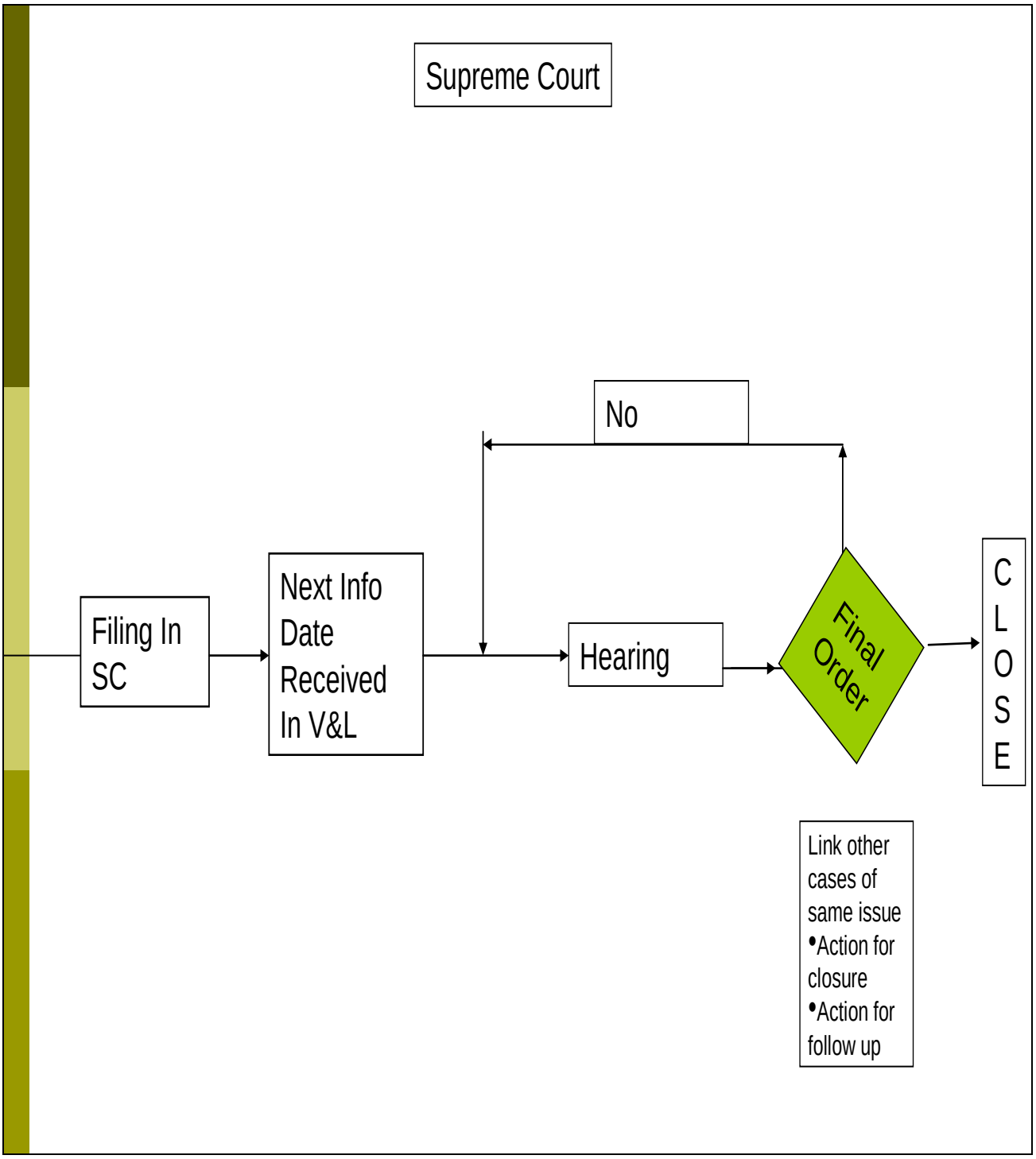

High Court
No
Filing In HC
Next Info Date Received In V&L
Hearing
Final Order


Supreme Court
Close
Close
Link other cases of same issue
•Action for closure
•Action for follow up
NO
NO
Yes
In V & L favour
Caveat To be filed
Yes
Send to
Pr CCIT
Mark
Caveat details
SLP filed by applicant
Yes
In Other Party favour


Supreme Court
Parawise comment
&
Reply to Rejoinder
SLP to Be filed
YES
NO
Close
Draft SLP from CAS for Vetting
Pr. CCIT

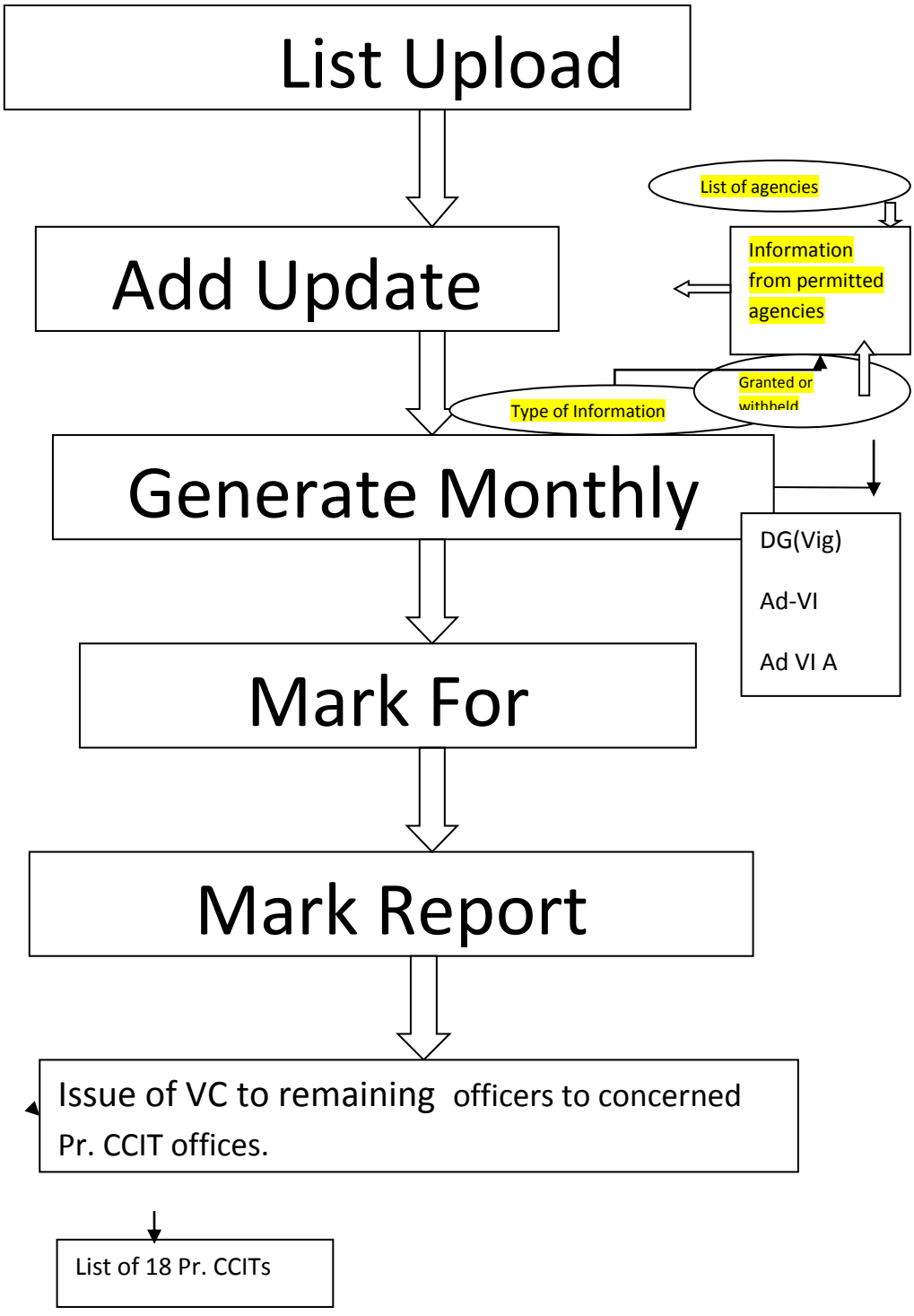

Supreme Court
V&L Sections
Send to CAS
Filling In SC


Supreme Court
Filing Info Receive d In V&L
With Next Hearing DT
Sent to
Pr CCIT
With a request to keep track


Supreme Court
No
Filing In SC
Next Info Date Received In V&L
Hearing
Final Order
CLOSE
Link other cases of same issue
•Action for closure
•Action for follow up

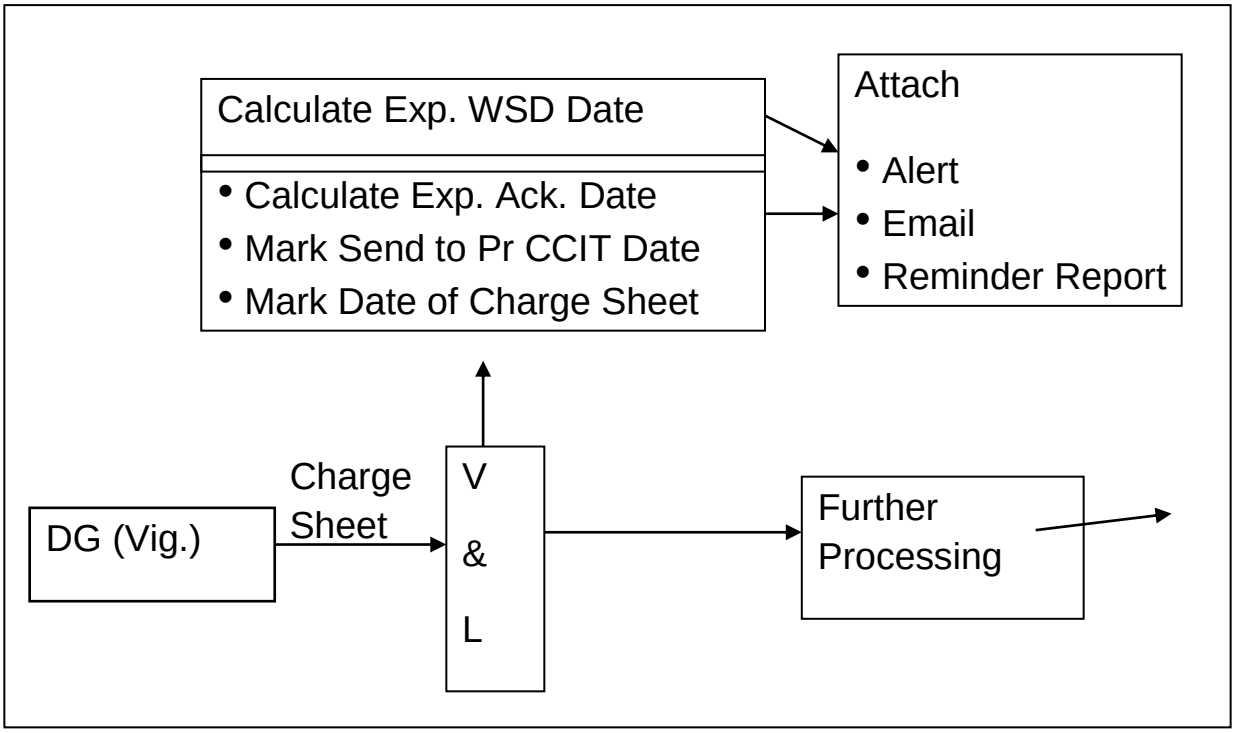
PARA B-3 (Annexure- III)

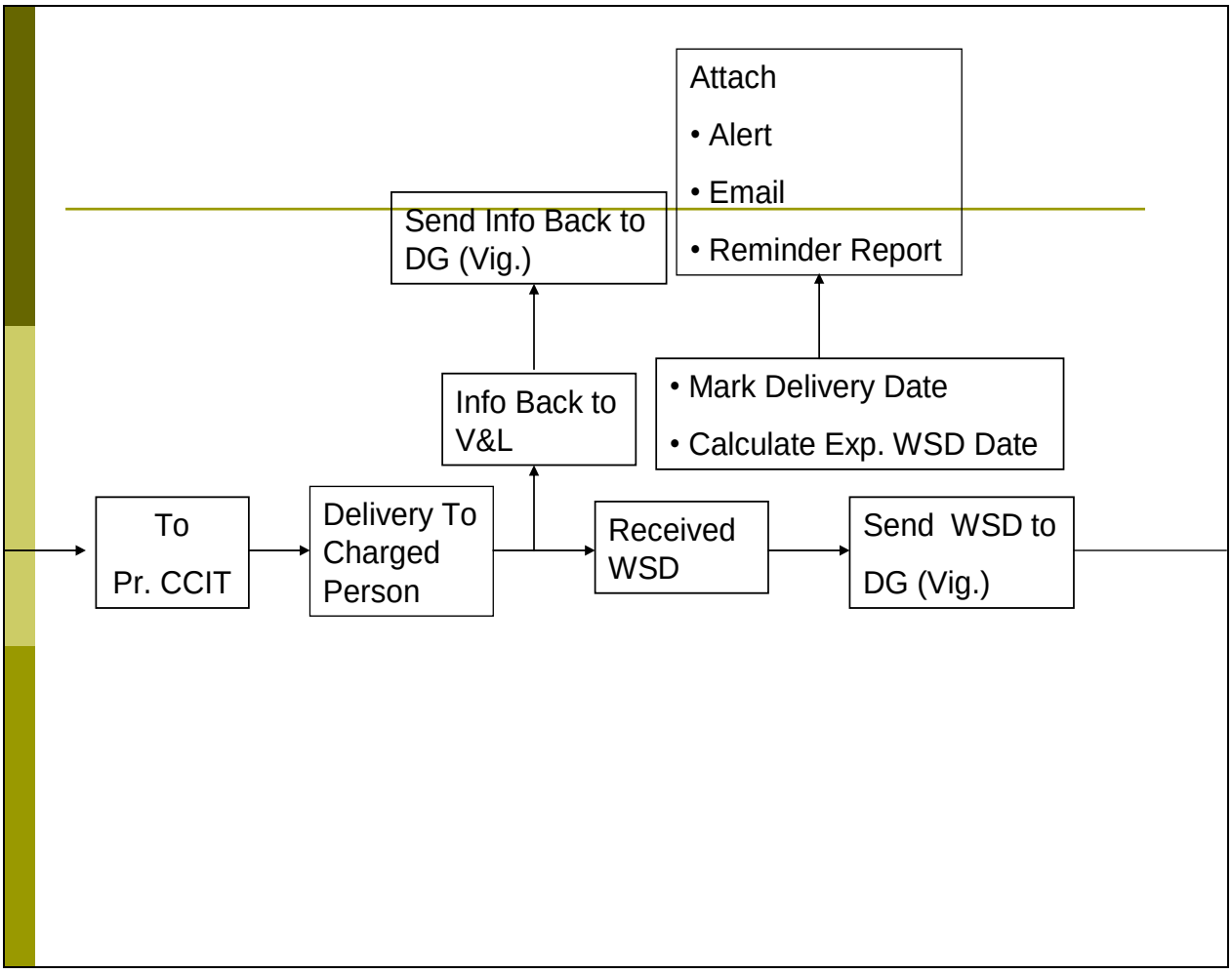
FLOW CHART OF WORK PROCESSES FOR VIGILANCE CLEARANCE

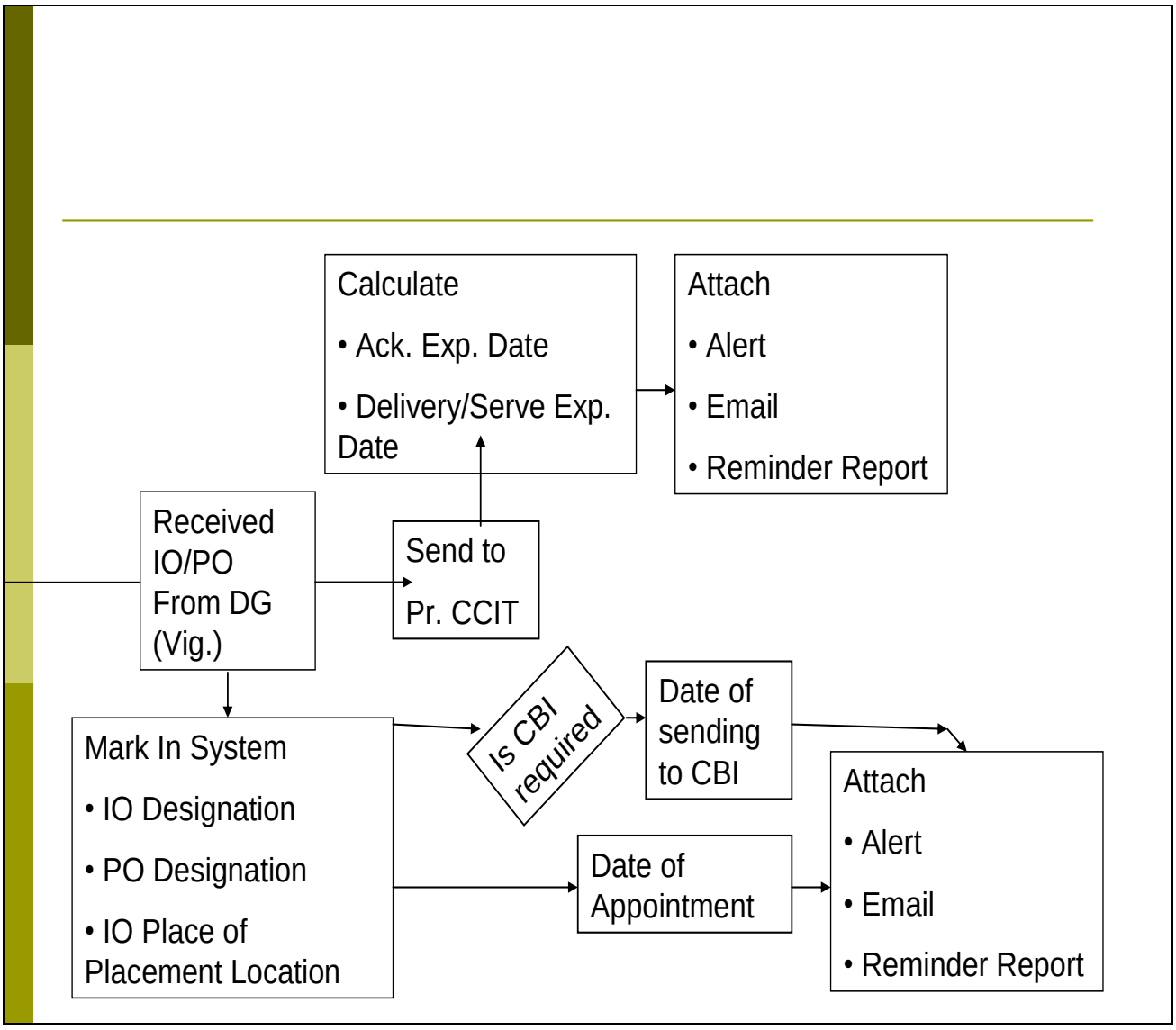


PARA B-4 (Annexure- III)

FLOW CHART OF WORK PROCESSES FOR DISCIPLINARY PROCEEDINGS




Attach
• Alert
• Email
• Reminder Report
Send Info Back to DG (Vig.)
Info Back to V&L
• Mark Delivery Date
• Calculate Exp. WSD Date
To Pr. CCIT
Delivery To Charged Person
Received WSD
Send WSD to DG (Vig.)


Calculate
• Ack. Exp. Date
• Delivery/Serve Exp. Date
Attach
• Alert
• Email
• Reminder Report
Received IO/PO From DG (Vig.)
Send to Pr. CCIT
Mark In System
• IO Designation
• PO Designation
• IO Place of Placement Location
Is CBI required
Date of sending to CBI
Date of Appointment
Attach
• Alert
• Email
• Reminder Report

ANNEXURE IV

TERMS &CONDITIONS AND SCOPE OF WORK FOR

ANNUAL MAINTENANCE SUPPORT & SERVICES (AMSS)

This Agreement for Software Annual Maintenance Service & Support (hereinafter referred to as AMSS) dated as of _____ is entered between the Deputy Director of Income Tax, DIT (HRD), Vasant Kunj, New Delhi, for and on behalf of the President of India, having its registered office at Second Floor, ICADR Building, Plot No. 6, Vasant Kunj Institutional Area, Phase- II, Vasant Kunj, New Delhi- 110 070, Tel. No. 011-26139297/ Fax. no. :011-26130594 (hereinafter referred to as Directorate) and the Contractor having its principal place of business/registered office at ----------
---
(hereinafter referred to as vendor).

Directorate and Vendor are collectively referred to as **"Parties"** and individually a '**Party'** in this Agreement.

WHEREAS:

A. Directorate now desires, subject to the terms and conditions mentioned herein, to enter into a formal agreement with Vendor for AMSS;

B. Vendor desires to provide Annual Maintenance Service & Support to Directorate on the terms and conditions set out herein and also in the comprehensive Contract as per Annexure-I as well as in Schedule of Requirements in Para 2 of the Tender; and

INTERPRETATION:

Except where the context requires otherwise, this Agreement will be interpreted as follows:

A. Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

B. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meaning(s);

C. All references in this Agreement to "days" and "hours" shall, unless otherwise specified herein, shall mean working days and working hours,

1. SCOPE AND TERM OF AGREEMENT:

Directorate and Vendor agree that the terms and conditions provided in this AMSS Agreement shall apply to any future change order and additional services submitted by Directorate to Vendor for the products or services related to **COMPREHENSIVE SOFTWARE FOR AUTOMATED MANAGEMENT OF VIGILANCE & LITIGATION (V&L) MATTERS WITH MIS, REPORTING AND ALERT SYSTEMS AND ROBUST RDBMS FOR DEPLOYMENT IN V&L DIVISION OF CENTRAL BOARD OF DIRECT TAXES** during the "Term" (as defined hereinafter) of this Agreement or any extension thereof. This Agreement shall become operative and effective from ___ day of _____, 201_ to ____ day of _____, 201_ ("Term").

2. SUPPORT, SERVICES, INVOICING AND PAYMENT:

a. Support & Service requirements and acknowledgments sent under this Agreement may be sent in writing or by electronic means. The parties agree that computer maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

b. The total cost of AMSS shall include service, VAT/CST and all other charges or levies applicable. The vendor shall be entitled only to charge for any

increase in rates of statutory taxes and in turn, pass on the benefit of any reduction to the Directorate.

3. CONFIDENTIALITY:

The Vendor will keep the confidential information of the Directorate with itself required for the development of the software, for safe backups and will not share it with any other person. The Vendor shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information which relates to the Directorate's affairs, trade secrets, technology, research and development, the terms of this Agreement ("Confidential Information") and also agrees to protect that Confidential Information with the same degree of care it exercises to protect its own confidential information and to prevent any unauthorized, negligent or inadvertent use, disclosure or publication thereof.

4. RENEWAL:

After completion of the term of the current agreement, the renewal of the agreement may be done to ensure continuity of services provided by the Vendor, as per the terms of the comprehensive contract (given in Annexure- I).

6. ANNUAL MAINTENANCE FEES:

The total cost of AMSS for two years amounting to Rs. _____ (@ Rs. _____ per year) inclusive of service tax and all other charges or levies applicable for AMSS will be payable to the vendor.

7. INVOICING:

Vendor shall invoice Directorate for AMC once in each quarter of the period under contract. The invoice shall be accompanied by a certificate from V&L Division of having rendered the services satisfactorily. However, if V&L Division decides to deduct any amount from the same for deficiency in services provided, the same shall be deducted from the quarterly payment.

8. MAINTENANCE SERVICES DESCRIPTION:

Support Services provided by Vendor to Directorate will fall into one of three (3) categories: Software Maintenance, Basic Support (including Telephone Support) and Emergency Support.

1. Software Maintenance Service

Software Maintenance Services shall be provided for all Products. These services include:

- Help Desk dedicated phone line support.
- Elimination of any defect in the Product that materially and adversely affects the efficiency or use of Application as mutually agreed. Maintenance is defined as work to eliminate these defects. The Vendor will also make small changes in the software to make the system more convenient for the end users as and when required.

2.Basic Support

Basic Support includes the following:

- Assistance related to questions on the operational use of the Products.
- Providing telephone support for assistance in identifying and resolving problems, as detailed below.
- Assistance in the installation of Products or their replacements.
- Advice on workarounds for identified errors or malfunctions, where reasonably available.

3. Basic Telephone Support Services

Help Desk dedicated phone line support of the Products shall be provided between 9A.M. and 6.P.M. per day, five (5) days per week. This service will be provided at no additional charge. Alternatively, Directorate may use the mail, e-mail, World Wide Web access, or other services to communicate with Vendor. Vendor hereby guarantees to respond to a Basic Support Service request and will provide professionally competent technicians to provide such Telephone Support and remote diagnostics on the Application.

4. Emergency Support Services

Emergency Support will be provided for any Product errors which render a system inoperable or impair its performance significantly (Severity One Level as specified below). Vendor must assist in identifying and verifying the causes of suspected errors or malfunctions (reasonably believed to be caused by the Products) which has rendered the system inoperable. Emergency support will be available between 9 A.M. and 7 P.M. per day, five (5) days a week upon receiving the call at the Emergency Support Center, a Vendor representative will return the call to Directorate and commence the problem resolution process.

9. INSTALLATION AND TRAINING SERVICES

Installation: In case of the machine corruption or hard disc crash, the application needs to be installed on the respective client machine by the Vendor at free of cost.

10. TRAINING

Training: The cost of intermediate training for new releases to operate the software is included in the complete cost of software. Even if, no release goes live, the software training to the working staff may be given quarterly in the contract period.

11. RESOLUTION REGARDING DISPUTE:

Any dispute will be resolved in an amicable environment and after discussion; decision of DIT (HRD) shall be final and binding on both the parties.

12. TERMINATION OF THE CONTRACT:

The subject Agreement can be terminated by either party by giving 3 month notice period.

(Directorate of I.T.(HRD)

BY:	BY:
NAME:	NAME:
DATE:	DATE:
Witness:	Witness:
1.	2.

ANNEXURE V

SUB-AGREEMENT FOR EFFECTIVE DATES FOR 1 YEAR OF SUPPORT FOR APPLICATION & TWO YEARS OF AMSS

This sub-agreement is part of and in consequence to a comprehensive contract, as per Annexure- I above, between the Owner and the Contractor as per terms and conditions mentioned therein at Para 1.2 of the Comprehensive Contract (in Annexure- I).

1. **V&L Division of CBDT agrees that the Application has been successfully developed and installed and is running with effect from _____. (date)**
2. **Consequently, the Contractor shall be obliged to provide training, updating, troubleshooting and support for running the application for a period of one year from _____ (date) to _____. (date)**
3. **After completion of the period mentioned in Para 2 above, the Contractor shall be obliged to provide training, updating, troubleshooting and support for running the application for a period of two years from _____ (date) to _____. (date)**

For and on behalf of :	For and on behalf of : THE PRESIDENT OF INDIA
Signed	Signed
Name :	Name :
Date :	Date :
IN THE PRESENCE OF	
Signed	Signed
Name	Name
Date	Date
Place Signature of User/User Representative with Name	Place